

December 30, 2020

Demae Rubins, Summit Engineering Sent via e-mail to: <u>demae@summit-sr.com</u>

Re: PLP20-0017 (ADR20-0034 & UPE20-0032) Cyrus Restaurant Geyserville Main street address: 275 Highway 128, Geyserville, CA 95441 APNs: 140-080-011, 140-110-006 & -008

This letter is in reference to your request for a Use Permit to establish a new restaurant in a 6,500± square foot ground floor area within an existing building with work/live units on upper floor, on a 6.07-acre parcel in the Geyserville area.

Zoning on the parcel is Limited Urban Industrial (M1), Secondary Floodplain (F2), and Valley Oak Habitat (VOH). The General Plan Land Use designation is Limited Industrial (LI). The parcel is not located within a Specific Plan Area.

Notice of the County's intent to waive the hearing requirement for the requested Use Permit was posted for 24 days and no protests were received. Pursuant to Section 26-92-040(d) of the Sonoma County Code, no public hearing is required and the Use Permit is hereby issued subject to conformance with the attached conditions. Any modification of the use, expansion, or alteration must be submitted for review and approval prior to implementation, and may, at the discretion of the Department, require a new Use Permit.

This approval is based on the following findings:

The proposed restaurant is consistent with the Sonoma County General Plan and Zoning Code.

- A. The Sonoma County General Plan Limited Industrial land use category is intended to provide sites for development to meet the service and employment needs where the range and scale of industrial uses is limited by lack of public services, incompatible adjacent land uses, or other environmental impacts. Surrounding land uses include Limited Industrial, Land Intensive Agriculture, Urban Residential and Rural Residential. The existing building is served by public water and public sewer services. Full urban improvements, such as curb, gutter, sidewalks, and street lights are also present. The restaurant meets the service needs of and is compatible with uses in the vicinity of the Geyserville town center.
- B. The Zoning Code allows retail commercial and service uses, including restaurants, appropriate with the Limited Urban Industrial zoning district with a Use Permit (Sec. 26-46-020(b)). The project proposes a new restaurant, which is compatible with the existing uses in the vicinity.



- C. The design, location, size, and operating characteristics of the use are considered compatible with the existing and future uses within the vicinity. The use would not be detrimental to the health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area.
- D. The proposed project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and it has been determined that the project is categorically exempt from the provisions of the CEQA Guidelines pursuant to the Provisions of Title 14 of the California Administrative Code, Section 15301(a) (Existing Facilities), as an existing facility involving negligible expansion of use in an existing building involving only minor remodels.

This approval can be appealed in writing, along with an appeal fee, within 10 calendar days of the date of this letter. If you have any questions please contact Eduardo.Hernandez@Sonoma-County.org or by phone at 707-565-1735. Please refer to the File Number (PLP20-0017) and main site address when making inquiries.

Sincerely,

Eduardo Hernández Project Planner

Enclosures: Conditions of Approval, dated December 30, 2020

c: File No.: PLP20-0017 275 Highway 128 LLC, Owner Douglas Keane, Operator Daniel Welles, Applicant Kimberly Corcoran, Other Tennis Wick, Director Scott Orr, Deputy Director – Planning Brian Oh, Project Review Manager





Conditions of Approval

Date:	December 30, 2020	File No.:	PLP20-0017
Site Address:	275 Highway 128, Geyserville		(ADR20-0034 & UPE20-0032)
Applicant:	Demae Rubins, Summit Engineering	APNs:	140-080-011, 140-110-006
Operator:	Douglas Keane, Cyrus Restaurant		& 140-110-008

Project Description: Request for a Use Permit to establish a new restaurant within an existing building, on a 6.07-acre parcel in the Geyserville area. Proposed operation days are Monday through Sunday. There will not be outdoor dining; however outdoor space with background music will be open to the public, the music will end and/or the guests will be asked back inside of the building by 9:30 p.m. to be in compliance with the General Plan exterior noise standards. Reservations can be made for dining between 5:00 p.m. and 10:00 p.m. Private function reservations would be available from 8:00 a.m. to 11:30 p.m. The lounge area would be open to the public from 11:00 a.m. to 2:00 a.m. The maximum occupancy requested is 200 people at any time, although is below the possible maximum according to Building Code.

Prior to commencing the use, evidence must be submitted to the file that all of the following conditions have been met.

GENERAL PLANNING and HEALTH (Permit Sonoma): Contact Permit Sonoma Project Review at (707) 565-1900

- 1. This use permit allows for the operation of a restaurant, and shall be operated in accordance with the proposal statement and application materials located in File No. PLP20-0017, as modified by these conditions.
- 2. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full.
- 3. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation.
- 4. Any proposed modification, alteration, and/or expansion of the use authorized by this use permit shall require the prior review and approval of Permit Sonoma or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review, if warranted.
- 5. The Director of Permit Sonoma is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written





request to Permit Sonoma demonstrating that the condition(s) is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. Permit Sonoma shall consult with affected Departments and Agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by Permit Sonoma are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from Permit Sonoma, and shall not affect the original permit approval date or the term for expiration of the permit.

- 6. This permit may be subject to revocation or modification by the Board of Zoning Adjustments if:
 - a. the Board finds that there has been noncompliance with any of the conditions; or
 - b. the Board finds that the use for which this permit is hereby granted constitutes a nuisance.

Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

- 7. In any case where a Use Permit has not been used within two (2) years after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to expiration of the two year period, the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.
- 8. Prior to building permit issuance, the applicant shall submit a "Will Serve Letter" for water and sewer to the Project Review staff to verify compliance, except for a connection to a County operated sewer system where clearance for the sewer will come from Permit Sonoma's Sanitation Section. Note that Will Serve Letters in contradiction of a moratorium by the appropriate regulating agency are not acceptable.

During operational stage, a safe and potable water supply shall be provided and maintained.

- 9. Prior to building permit issuance, areas within refuse enclosures for food facilities, food retailers, inns and hotels, and multiple housing units with seven (7) or more bedrooms, shall:
 - a. Drain to the sanitary sewer system or other appropriately permitted disposal facility.
 - b. Container areas shall not be less than ten feet (10') wide, seven and one-half feet deep and six feet (6') high.
 - c. Gates, if installed on the container area, shall be double doors, opening at the center and level with the access road.





- d. The outside perimeter of the trash enclosure shall be graded to prevent storm water from draining into the sanitary sewer system.
- e. The trash enclosure shall be covered with a roof or awning. Overhead clearance and overhangs, wiring or other obstructions on the approach to the container area must be at least fourteen feet (14') high and at least nineteen feet (19') high at the location where the bins are tipped. The containers for refuse and recyclables shall be of sufficient size and adequate number to contain without overflowing all of the refuse and recyclables that are generated on the premises during the designated removal period per the Solid Waste Management Plan.
- 10. Prior to building occupancy and project operation, areas within refuse enclosures for food facilities, food retailers, inns and hotels shall drain to the sanitary sewer system or other appropriately permitted disposal facility. The outside perimeter of the trash enclosure shall be graded to prevent storm water from draining into the sanitary sewer system. The trash enclosure shall be covered with a roof or awning.
- 11. A Mosquito and Vector Control Plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to bringing the public onto a property with reflection pools.
- 12. Noise shall be controlled in accordance with Table NE-2 (or an adjusted Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

Hourly Noise Metric ¹ , dBA	Daytime	Nighttime	
Houriy Noise Metric, dBA	(7 a.m. to 10 p.m.)	(10 p.m. to 7 a.m.)	
L50 (30 minutes in any hour)	50	45	
L25 (15 minutes in any hour)	55	50	
L08 (4 minutes 48 seconds in any hour)	60	55	
L02 (72 seconds in any hour)	65	60	

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

¹ The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level.

- 13. Amplified sound and the very loud musical instruments (such as horns, drums and cymbals) are not permitted outdoors. The quieter, non-amplified musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) are allowed outdoors when in compliance with the Noise Element of the Sonoma County General Plan.
- 14. If noise complaints are received from nearby offices and hotels, and they appear to be valid complaints in Permit Sonoma's opinion, then the applicant shall conduct another Noise Study to determine if the current operations meet noise standards and identify any additional noise





Mitigation Measures if necessary. A copy of the new Noise Study shall be submitted to the Project Review staff within sixty (60) days of notification from Permit Sonoma that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

15. All garbage and refuse on this site shall be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall not be accumulated or stored from more than seven calendar days, and shall be properly disposed of at a County transfer Station or County Landfill before the end of the seventh day.

ENVIRONMENTAL HEALTH:

Contact Sonoma County Environmental Health at (707) 565-6565

- 16. Prior to operation, a Retail Food Facility Permit shall be obtained from Environmental Health.
- 17. Restaurant may not have direct connections to residential living spaces. No doors may directly access the restaurant and elevators must have access restriction.
- 18. If the site participates in, or hosts, an event that qualifies as a Community Event that is two or more days, it must be approved as a community event. Community events require additional permits and inspections from this Department for the organizer as well as all food vendors.
- 19. Public events held in the unincorporated areas of Sonoma County are required to comply with Sonoma County Ordinance #5953 which prohibits smoking in public places. The ordinance does allow for the establishment of a Designated Smoking Area that meets criteria outlined in the ordinance. Criteria can be found at <u>www.Sonoma-County.org/BreatheEasy</u> under Overview and Background – Major Provisions.
- 20. All owners/operators, managers, supervisors, and employees who sell or serve alcoholic beverages shall complete Responsible Beverage Service (RBS) Training within 90 days from issuance of a new permit and every third year thereafter. All servers/sellers of alcohol hired after the initial 90 day period shall complete the training course within 60 days of employment and every third year thereafter. It is strongly recommended, if alcohol is to be served at special events, that all employees and volunteers complete special event RBS training prior to the event.
 - a. The RBS Training shall meet the recommended best practice guidelines of the State of California, Department of Alcoholic Beverage Control or other certifying/licensing body, which the State may designate. Records of successful completion for each owner/operator, manager, supervisor, employee and volunteer shall be maintained on the premises and shall be presented upon request by a representative of the County or local law enforcement agency.





21. As of June 1, 2012 smoking is no longer allowed in outdoor dining areas. This includes picnic areas, sidewalks, and any area available to, or customarily used by, the general public or an employee that is intended or regularly used for consuming food or drink. A business with an unenclosed dining area may establish a designated smoking area elsewhere on the premises if it meets the criteria outlined in the County Smoking Ordinance #5953.

A designated smoking area is a portion of an unenclosed area where smoking may be allowed. It must meet all of the following criteria:

- a. It must be located at least 25 feet in any direction from any operable doorway, window, vent or other opening into an enclosed area.
- b. It must be located at least 25 feet in any direction from any space that is designated as "smoke-free".
- c. It must be located at least 25 feet from unenclosed recreational areas that are primarily used by children and/or areas that have improvements that facilitate physical activity including playgrounds, tennis courts, swimming pools, walking paths, and sports fields.
- d. It must be no more than five percent (5%) of the total unenclosed area for which it is designated.
- e. It must be clearly identified by conspicuous signs and have ash receptacles, such as ash trays or ash cans, within the area for proper disposal of smoking waste.

FIRE (Permit Sonoma):

Contact Fire and Emergency Services at 707-565-2191

- 22. The subject property (or properties) must be in full compliance with Building Code regulations, Fire Code Regulations and Hazardous Materials regulations prior to occupancy of the buildings and use of the property without written approval by the fire code official.
 - a. A fire inspection shall be conducted by the Sonoma County Fire Prevention Division to determine if the subject property (or properties) is currently in full compliance with applicable Building Code regulations, Fire Code Regulations and Hazardous Materials regulations.
 - b. The Sonoma County Fire Prevention Division may charge and collect a fee for the inspection in an amount, as determined by the county, sufficient to pay its costs of that inspection.
 - c. The Building (s) shall be fire sprinklered and contain a fire alarm system consistence with the occupancy type. Existing sprinklered or non-sprinklered buildings shall be verified based on design to be in compliance with specific occupancy type.





- 23. Applicable Fire Code operational permits shall be obtained prior to the initiation of any activity where an operational permit is required by the California Fire Code as adopted and amended by Sonoma County Code.
 - a. Emergency responder radio coverage
 - b. Fire protection system
 - c. Open flames and candles in connection with an assembly area, dining area of a restaurant or drinking establishment
 - d. Place of assembly
 - e. Private fire hydrant: service, use or operation
 - f. Residential occupancy housing 10 or more occupants
 - g. Special events
- 24. An annual fire safety inspection is required for any facility requiring a Fire Code Operational Permit. The county or fire district which inspects the facility may charge and collect a fee for the inspection from the owner of the facility in an amount, as determined by the county or fire district, sufficient to pay its costs of that inspection.
- 25. The facility operator shall develop an emergency response plan consistent with Chapter 4 of the 2013 California Fire Code as adopted and amended by Sonoma County Code. Fire safety plans, emergency procedures, and employee training programs shall be approved by the fire code official.
- 26. To facilitate locating an emergency and to avoid delays in response; all existing and newly constructed or approved roadways and buildings whether public or private shall provide for safe access for emergency fire apparatus and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during an emergency, and shall be constructed and maintained as required by Sonoma County Fire Safe Standards and the California Fire Code, as adopted and amended by Sonoma County Code.
- 27. Emergency water supply for fire protection shall be available and accessible in locations, quantities and delivery rates as specified in the California Fire Code as adopted and amended by Sonoma County Code.





- a. Fire hydrants shall be installed as required by the California Fire Code as adopted and amended by Sonoma County Code.
- b. Emergency water supply for fire suppression may be provided in a naturally occurring or manmade containment structure for projects not served by a municipal water system, as long as the specified quantity and delivery rate is immediately provided.
- 28. Local Responsibility Area (LRA). Compliance with the general defensible space clearances per CCR Title 19 Div. 1, Chapter 1, Subchapter 1 §3.07.
- 29. Prior to occupancy, written approval that the required improvements have been installed shall be provided to Permit Sonoma from the County Fire Marshal/Local Fire Protection District.

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS: Contact Transportation & Public Works at 707-565-2231

- 30. Any monuments and/or signs that result from this proposal shall be located outside of the necessary sight distance triangles to achieve the minimum AASHTO required sight distance for any driveway.
- 31. The applicant shall maintain all existing and proposed vegetation fronting the site as well as within the public right-of-way to preserve the sight distance triangles necessary to achieve the minimum AASHTO required sight distance at the project driveway where it intersects a public roadway.
- 32. This proposal accesses the public road system using a road under State of California jurisdiction. If Caltrans determines that improvements to the roadway are necessary, the applicant shall obtain a State of California Encroachment Permit before making any improvements, including driveway, within State highway right of way.
- 33. The applicant, his or her personal representatives, and project consultants are advised that the issuance of a building permit for any new building or prior to any new use of an existing building, payment of a development fee (Traffic Mitigation Fee) shall be made to Permit Sonoma per Section 26, Article 98 of the Sonoma County Code. The fee is computed multiplying project Average Daily Traffic (ADT) by the commercial fee in effect at the time of permit issuance. Credit is granted for existing, legal uses. Evidence of payment shall be submitted to Permit Sonoma's Land Development Section prior to clearance of these conditions.

SANITATION, GRADING & STORMWATER, and WATER: Contact Permit Sonoma's Sanitation Section at (707) 565-1900

34. Sonoma County Water Agency (Sonoma Water) operates Geyserville Sanitation District (District) under contract with District. References to District employees are understood to be Water Agency employees acting on behalf of District.





35. The applicant shall obtain a Sonoma County Water Agency Survey for Commercial/Industrial Wastewater Discharge Requirements from Permit Sonoma, for all business on site and shall submit the completed Survey, along with two (2) copies of the project site plan, floor plan and plumbing plan to Permit Sonoma's Engineering Division.

If additional sewer pre-treatment, separate process and domestic wastewater lines, and/or monitoring facilities are required by the Sonoma County Water Agency per this Survey, the applicant shall comply with the requirements of the Survey prior to occupancy of the proposed commercial space. The issuance of building permits is contingent upon completion of the Survey.

- 36. Sewer Use Fees for sewer service shall be calculated at the prevailing Sewer Connection and Annual Sewer Service Charge rates in effect at the time of sewer permit issuance.
- 37. Prior to approval of the building permit, the applicant shall pay for any additional Equivalent Single-family Dwelling units (ESD) required to convert the existing space into a restaurant. All Sewer Fees per Geyserville Sanitation Zone Ordinances (latest revision) shall be paid to Permit Sonoma's Sanitation Section prior to occupancy.

Payments can be mailed to the address below. Please reference the project name and Assessor Parcel Number.

Permit Sonoma 2550 Ventura Avenue Santa Rosa, CA 95403 (707) 565-1900

38. Prior to approval of the building plans, the applicant shall submit a letter from the California American Water to Permit Sonoma's Sanitation Section, stating its ability and willingness to provide water service to the proposed project, and stating that the applicant and the water supplier have entered into an agreement for water service.

BUILDING: Contact Permit Sonoma's Building Division at (707) 565-1900

- 39. The applicant shall apply for and obtain building related permits from Permit Sonoma for the conversions of the existing buildings. The necessary applications appear to be, but may not be limited to, building permit applications to convert the existing building area to a restaurant use. Construction inspections shall occur and the building permits finaled (or approved for occupancy) prior to occupancy of the altered structure.
- 40. The proposed uses and occupancies of all building areas shall be accurately identified on the proposed plans. Building areas and exterior areas shall identify all proposed uses and occupant





loads associated with all proposed uses. A room or space that is intended to be occupied at different times for different purposes shall comply with all of the requirements that are applicable to each of the purposes for which the room or space will be occupied.

- 41. The means of egress from all proposed occupied areas within the facility (interior and exterior) shall comply with the applicable sections of the California Building Code (CBC).
- 42. The fire-resistance rating of existing and proposed walls separating the proposed occupancies from adjacent uses, structures, and property lines shall comply with the applicable sections of the CBC.
- 43. Minimum plumbing facilities for customers and employees, per the California Plumbing Code (CPC), shall be provided for all proposed altered building areas.
- 44. The California Business & Professions Code requires plans and calculations affecting structural elements or required exiting provisions to be prepared by California licensed design professionals (architects, engineers).
- 45. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the CBC, as determined by the Permit Sonoma Building Division. Such accessibility requirements shall apply to all new construction, conversions of existing structures, interior and exterior routes of travel, accessible parking and loading zone, employee work stations, employee restroom facilities, and other accessible elements.
- 46. The existing and proposed "GravelPave" surface identified shall be justified by the responsible design professional to meet all applicable "stable, firm, and slip resistant" accessible pedestrian and parking surface requirements and referenced standards of CBC Section 11B-302, and the following United States Access Board research and recommendations: https://www.access-board.gov/research/completed-research/accessible-exterior-surfaces. If this surface requires periodic maintenance to comply with accessible surface requirements, the maintenance procedure shall be identified in the proposed construction documents, per CBC 11B-108.
- 47. If, after Building Division approval, any changes to plans, drawings, documents or specifications required pursuant to any conditions herein specified occur; these changes shall be brought to the appropriate Department for review and approval prior to any construction or improvements. Also, these changes shall be reviewed by all Departments involved in the initial approval of the subject plans, drawings, documents or specifications that are proposed for change.





Planning Application PJR-001

Application Type(s):		File #	
Admin Cert. Compliance	Design Review Admin.	Minor Subdivision	Use Permit
Ag. or Timber Preserve/Contract	Design Review Full	Voluntary Merger	Variance
Conditional Cert. of Compliance	General Plan Amendment	Ordinance Interpretation	Zone Change
Cert. of Modification	Lot Line Adjustment	Second Unit Permit	Other:
Coastal Permit	Major Subdivision	Specific/Area Plan Amendment	0
Zoning Permit for:			

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet for public information purposes, including my contact information.

		PRINT C	CLEARLY				
APPLICANT				F OTHER THA	N APPLICA	NT)	
Name Daniel Welles - Summit Engineering			Name 275 Highway 128, LLC				
Mailing Address 463 Aviation Blvd., Suite 200			Mailing Address 1300 South 51st Street				
City Santa Rosa	State CA	Zip 95403	City Richmond		State CA	Zip 948	804
Day Ph (70)7-978-5732 En	nail daniel@summi	it-sr.com	Day Ph () Email steve@oliverandco.net				
Signature	E.	Date 5/1/20	Signature Thipe Hancar Date 5/4			14/20	
Billing Responsible Party	(At-Cost Only)	Applic	cant 🗌 Owner 🔳	Other: Cyrus 2.0	, LLC 🜖		
_	OTHER PE	RSONS TO RE	CEIVE CORRESPON				
Name/Title Douglas Keane a	at Cyrus 2.0, LLC		Name/Title Kimberly Co.	rcoran at Carle, M	Iackie, Powe	r & Ross,	LLC
Mailing Address 5100 W Soda	ı Rock Ln		Mailing Address 100 B S	Street			
City Healdsburg	State CA	Zip 95448	City Santa Rosa		State CA	Zip 954	01
Day Ph () Em	ail douglaskeane@cyr	usrestaurant.com	Day Ph()	Email kcorco	oran@cmp	rlaw.coi	n
		PROJECT IN	NFORMATION				
Address(es) 275 Highway 12	28			City Geyser	ville		
Assessor's Parcel Number(s) 14			0-011				
Project Description See enclose	sed project descrip	otion					
Acreage 6.07		Nu	umber of new lots proposed	N/A			
Site Served by Public Water? X Yes No		Sit	Site Served by Public Sewer?.				
	то	BE COMPLETE	ED BY PRMD STAFF				
Planning Area	Supervisorial Distr		Critical Habitat	Urban Service	Original	er 🗌	1/2
	Oupervisorial Dist.			Urban Service	Groundwat		
Current Zoning				Williamson Act	Availability		3/4
							3/4 EX
			NPDES		Availability		and the second s
Current Zoning		Spi Pai	NPDES ecific/Area Plan rcel Specific Policy		Availability Subject to CEQA		EX
Current Zoning General Plan Land Use		No Vio	NPDES	Williamson Act	Availability Subject to CEQA		EX
Current Zoning General Plan Land Use Application resolve planning violation		No Vio	NPDES	Williamson Act	Availability Subject to CEQA		EX

Supplemental Application Information

PJR-126

A
Existing use of property: Office space, work/live units, caretaker unit, vineyard
Acreage: 6.07
Existing structures on property: <u>See project description</u>
Proximity to creeks, waterways and impoundment areas: See site plan
Vegetation on site: landscape and vineyard
General topography: Generally flat, see site plan
Surrounding uses to North: Single Family Residential, Zoning: AR (Agriculture and Residential) South: Vineyard; Zoning: LIA (Land Intensive Agriculture
(Note: An adjoining road is not a use.) East: Single Family Residential and vineyard; Zoning: AR (Agriculture and Residential West: Industrial (PG& corporation yard), Zoning:
New structures proposed (size, height, type): No new structures. See project description
Number of employees: Full time: 25 Part time: 0 Seasonal: 0
Operating days: 7 days a week Hours of operation: Seasonal.
Number of vehicles per day: Passenger: <u>*See W-Trans analysis</u> Trucks:
Water source: Public Sewage disposal: Public
Provider, if applicable: California American Water Provider, if applicable: Geyserville Sanitation Zor
New noise sources (compressors, power tools, music, etc.): <u>See attached noise analysis</u>
Grading proposed: Amount of cut (cu. yds.): 0 Amount of fill (cu. yds.): 0 Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes No \times If Yes, indicate area of disturbance(acres): Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc
Vegetation to be removed: <u>None</u>
Will proposal require annexation to a district in order to obtain public services: Yes No $\underline{\times}$
Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes No $\underline{\times}$
Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes No $\frac{x}{2}$
Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): See site plan

ttesconi

PROJECT STATEMENT

Cyrus

128 Highway 128 Geyserville, CA (APN 140-110-006, 140-110-008, 140-080-011) Submission Date: May 8, 2020









TABLE OF CONTENTS

Project Description:	1
Summary:	1
Existing Development:	1
Proposal:	2
Restaurant Operations:	3
Restaurant Function Square Footage:	3
Storage Areas:	4
Employees:	4
Restaurant/Lounge Hours of Operation:	4
Architecture, Landscaping and Signage:	4
Existing Lighting:	5
New Lighting:	5
Security:	6
Trash Enclosure:	6
Parking Calculation:	6
Constraints Analysis:	7
Project Site:	7
Surrounding Uses and Zoning:	7
Easements & Utilities, and Covenants, Conditions & Restrictions:	8
Farming Operations:	8
Floodway, Waterways and Drainage:	9
Vegetation and Tree Protection:	9
Noise:	9
Hazards:	
Zoning Code Consistency:	
Setbacks:	
Height:	11
Lot Coverage:	11
Use Permit:	11
Housing Plan:	11
Traffic, Parking & Circulation Plan:	12
Traffic Generation:	12
Parking Analysis:	13

Deliveries:	13
Transit:	
Utilities and Services:	
Water Supply:	13
Water Conservation:	
Sewage Disposal:	
Stormwater Management Plan:	
Solid Waste Disposal:	14
Fire and Emergency Services:	
Energy Conservation Plan:	
Proposed Design/Construction Hours:	

LIST OF ATTACHMENTS

- 1. Attachment #1: Architectural Plans (Floor Plan, Elevations, Section Drawing), Olson Kundig
- 2. Attachment #2: Landscape Plans (Landscaping, Signage, Irrigation), ACLA
- 3. Attachment #3: Lighting Plan, (Site Plan, Existing Fixture Markup, Tree Strap Mounting Detail, Fixture Cut Sheets), Niteo; and Site Lighting Photometrics Summit Engineering, Inc.
- 4. Attachment #4: Draft Parking Analysis, W-Trans
- 5. Attachment #5: Site Plan, Summit Engineering, Inc.
- 6. Attachment #6: Valet Parking Plan, Summit Engineering, Inc.
- 7. Attachment #7: Title Guarantee/Easement Map
- 8. Attachment #8: Vicinity Map, Summit Engineering, Inc.
- 9. Attachment #9: Noise Analysis, Illingworth and Rodkin
- 10. Attachment #10: Energy Plan Report, Guttmann & Blaevoet Consulting Engineers
- 11. Attachment #11: Assessor Parcel Maps (2 pages)

PROJECT DESCRIPTION/PROPOSAL STATEMENT

275 Highway 128, Geyserville; APN: 140-110-006, 140-110-008, 140-080-011

Project Description

Summary:

This is a restaurant project owned and operated by Douglas Keane, whose prior "Cyrus" restaurant project in Healdsburg garnered two Michelin stars. The restaurant will be in two parts, a *price fixe* dining experience in the "main" restaurant portion of the building, and an *a la carte* dining experience in the lounge. There will be no change to the existing building footprint, and only minor changes to the landscaping and building entrance. Additional parking will be added to currently developed areas of the site to accommodate all parking needs.

Existing Development:

This 6.07-acre site has been used for commercial/industrial purposes for many decades. The original use was a Sunsweet agricultural warehouse located in a 13,500 square foot concrete building. The building's location, adjacent to the Northwestern Pacific Railroad, provided easy access for shipment of agricultural products.

In 2006, the Sunsweet building was extensively remodeled by the current owner (Design Review application: DRH01-0018). The existing building lies within the footprint and roofline of the original packing plant. The building was converted to 7,700 square feet of ground floor office space, an unfinished mezzanine, a breezeway, and 1,800 square feet of ground floor office space across the breezeway. The building was completely transformed by inserting a new glass building inside the existing heavy concrete packing house walls. Large cuts in the walls created windows looking out to surrounding vineyards.

The current property owner is 275 Highway 128, LLC, which has leased the building to Mr. Keane. A managing member of the LLC is Steve Oliver, who also has the nearby Oliver Ranch property. Applicant is Summit Engineering, Inc., on behalf of Mr. Keane and Mr. Oliver.

In 2007, the County approved three second-floor work/live units (Use Permit application: UPE06-0096). The size of each work/live unit varies: 1,600 sq. ft. (north end), 920 sq. ft.(middle), and 1,070 sq. ft. (south end). Each is accessed by both stairs and an elevator. There are two existing open-air stairways. Access to the stairs is from the existing graveled breezeway. An interior elevator, accessed from the breezeway or from within the building, also provides access to the second-floor work/live units. The Applicant does not propose any changes to the work/live units or access to those units.

There is also a caretaker unit on the property. This is a 1,728 square foot, detached, one-story building located at the southwest corner of the parcel (Use Permit: UPE01-0010 approved caretaker unit). The caretaker unit is approximately 90 feet south of the existing office building. The caretaker unit is served by the same driveway that serves the existing office building; that driveway extends through the easterly on-site vineyard to the caretaker unit. There will be no changes to the caretaker unit or the means of access to that building.

The offices and work/live units are served by an existing 48-space gravel parking lot accessed from the private driveway that extends from the south side of Highway 128. The building is approximately 645 feet from Highway 128. Existing on-site landscaping is a simple palate of mature and primarily drought-tolerant species that complements the contemporary concrete and glass building. The driveway is lined with London Plane trees and the gravel parking lot includes ornamental trees planted between parking spaces. Large concrete planter/retaining walls provide a transition from the parking lot up to the existing structure. Mature olive trees and grasses are planted in raised concrete planting areas surrounding the east and south sides of the building. There is an alley of fruitless Mulberry trees within a graveled extension of the east terrace that extends eastward towards the vineyard. A small amount of lawn and a reflecting pond are located adjacent to the southeastern corner of the building which overlooks vineyards to the east. A small viewing orchard of ornamental pear trees is located on the south side of the office complex.

Proposal:

Applicant proposes to convert the existing ground floor office space into a restaurant containing kitchens, guest dining areas, lounge and associated restrooms, staff room and accessory storage areas. There will be no changes to the existing building footprint or roofline.

The breezeway will have a five-foot wide connecting, covered pathway across the southerly end of the breezeway. This will provide covered passage from one part of the building to the other. [See Attachment #1: Architectural Plans (Floor Plan)]

The existing primary entries to the east part of the building are through three doors in the breezeway. These entrances will remain, to continue the same access to the elevator serving the work/live units and also for restaurant/kitchen access for deliveries and staff. A new entry will be added to the north elevation of the building to provide a main entry for guests, with direct access from the parking lot. An existing door will remain on the east side of the building and new windows will be cut into the mid-section of the eastern façade to provide better views of vineyards to the east. A new slider will be installed at the northeast corner of the building to provide access from the Lounge to the exterior. No other changes to the exterior of the building are proposed. The three existing second-floor work/live spaces, and the existing caretaker residence, will remain unchanged.

Applicant has engaged a Certified Access Specialist and has worked with him in designing the interior and exterior changes to the building, as well as updating any existing conditions as needed for current code requirements.

Restaurant Operations:

The restaurant's current business plan is for the *price fixe* portion of the restaurant to have three 12-person dinner seatings per evening in the main dining room. These guests will first go to the lounge for cocktails/champagne, then move to the "Dining-In-Kitchen" area for tastings prepared in front of the guests, and then on to the main dining room for the rest of their meal. [See Attachment #1: Architectural Plans (Floor Plan)] The outdoor portion of the restaurant property will be open to guests, but there will be no outdoor dining tables, there will be only background music when the outdoors is used, and all outside music will end, or guests will move indoors, by 9:30 pm in compliance with General Plan noise standards.

The Lounge area is located at the north end of the building adjacent to the new entry and will be open to the general public for beverages and *a la carte* dining. The Lounge area will have approximately 30 seats for customers.

Although the size of the building could support more guests, Applicant is limiting its guest occupancy request to 200. This will allow flexibility to the restaurant to host private functions, fundraisers, etc. with different types of on-site food service to suit the function.

Restaurant Function Square Footage:

Located at the north end of the main building, the Lounge area comprises 1,078 square feet.

The *price fixe*, main dining room is a 1,440 square foot flexible space; a portion, or all of it, can be closed off for private dining. The portion of the building labeled on the plans as "Dining-In-Kitchen" is 562 square feet in area and is adjacent to the 1,143 square foot kitchen. A 149 square foot "Dining Feature" room is located at the north end of the building (west of the entry) for more intimate dining purposes as needed. The remainder of the ground floor restaurant square footage is dedicated to accessory storage areas, mechanical/electrical rooms, and restroom uses.

The westerly portion of the building, connected through the breezeway by a new covered path, includes a 1,117 square foot prep kitchen, 377 square feet of storage, a 54 square foot staff room, and two restrooms totaling 112 square feet.

Storage Areas:

Please refer to floor plan showing interior storage areas within the restaurant [See Attachment #1: Architectural Plans (Floor Plan)]. There are no exterior storage areas.

Employees:

An anticipated maximum of 25 staff will be on site at one time.

Restaurant/Lounge Hours of Operation:

Primary staff hours: 6:00 a.m. - 2:30 a.m.

Lounge: open to the public from 11:00 a.m. to 2:00 a.m.

Restaurant: Reservation seatings: typically from 5:00 p.m. to the last reservation at 10:00 p.m. Private functions: 8 a.m. to 11:30 p.m.

Architecture, Landscaping and Signage:

There will be relatively minor modifications to the existing landscape plan. [See Attachment #2: Landscape Plans] To provide a sense of entry at the new customer entrance, a new freestanding concrete wall will be constructed adjacent to the north elevation of the main building. The new wall (5' 11" high, 55-foot long) will extend at an angle across a portion of the north building elevation. Between the building and the new wall will be a new reflecting pond water feature that will be visible from within the building. The water feature will extend to the eastern terrace where a new Corten steel bridge will provide access from the driveway to the terrace.

Corten steel cladding will be attached to portions of the north elevation of the building for architectural purposes. Corten steel has a rusted steel color and texture. The cladding will be visible from the main driveway, and as customers enter the building.

Corten cladding will also be added around the existing utilities enclosure (cogeneration equipment) located at the southeast corner of the parking lot. Other landscape changes include the installation of new drought tolerant landscaping (approximately 900 square feet) within what is now a bocce ball court on the south side of the main building. Adjacent to this new landscaped area will be a new outdoor BBQ, screened with Corten steel.

At the Highway 128 frontage, a new freestanding restaurant sign (3.5'x11') will be installed on the west side of the driveway entrance. The 3.5 foot high sign base will be board form concrete and will have 6 inch high Corten letters reading, "Cyrus." Sign letters will be halo illuminated. There will be no uplighting on the sign. The existing mailboxes and street number are currently located on the west side of the driveway on Hwy. 128.

These will be relocated to the east side of the driveway. [See Attachment #2: Landscape Plans (Sign Design)]

Existing Lighting:

Existing exterior landscape lighting is low voltage, downward directed and shielded consistent with County General Plan policy. [See Attachment #3: Lighting Plan]

Currently, there are 24 existing low voltage downward directed light fixtures that line the entry driveway which will be repaired, refurbished, and maintained.

All existing parking lot lighting will remain to provide a minimum level of lighting for patron safety. Existing directional lighting is attached to the retaining wall located on the west side of the parking lot to light the existing sidewalk that runs the length of the west side of the parking lot up to the restaurant building. Existing grade level "bump" lights currently illuminate the parking lot drive aisle and will remain. Existing low-level bollard lighting is located within the two raised planters to illuminate the parking lot ramp.

Refer to the Lighting Plan for additional existing low-level step lights, hanging lights in the existing Mulberry tree alley extending from the side of the building (catenary lights), and low-level wall recessed lighting. At the southwest corner of the project site there are existing uplights on 5 trees that will be converted to down lights.

New Lighting:

The east side of the parking lot is currently underlit. In an effort to promote safety for patrons, additional downward-directed tree-mounted lighting is proposed on the existing trees at the easternmost edge of the parking lot.

New lighting will also be added above the new exterior doorway on the east side of the building. New bollard lights with downward facing, shielded LED light sources are proposed at the east side of the existing building structure, near the proposed Lounge. These lights are meant to illuminate the pedestrian pathway located east of the proposed dining room.

New shielded downlights are proposed to illuminate the breezeway area.

At the new entry, a new LED channel light will be installed parallel to the entry wall. The LED light will be aimed downward and shielded. Exterior downlights will be installed within the new entry canopy on the north elevation of the main building to light the new entry.

Security:

The existing security gate at the driveway entrance will remain open while the restaurant building is occupied. Otherwise, the gate will be closed for security purposes.

Trash Enclosure:

The existing trash enclosure located northwest of the restaurant building will remain and a new grease interceptor will be installed for the kitchen. The trash enclosure will be modified to include a new roof, a drain inlet, and an accessible doorway. The drain inlet will connect to the existing sewer system.

Parking Calculation:

The parking calculation for restaurants is one parking space for every 60 sq. ft. of dining area. To assure adequate parking is provided for this restaurant, a parking analysis has been prepared for the project. [See Attachment #4: Draft Parking Analysis, W-Trans]

Here, the Applicant is voluntarily reducing the guest occupancy to 200 guests. A total of 65 proposed on-site parking spaces are located on-site. There will be no on-street parking. The three work/live units require a total of six parking spaces (two per unit); therefore, a total of 59 parking spaces are dedicated to the restaurant. An additional 68 valet parking spaces will be added when valet parking is utilized (total proposed restaurant parking spaces: 127). The caretaker unit has an existing attached four-car garage which will remain available to the caretaker residence; those four parking spaces are not included in the total of 65 on-site spaces.

Parking in the front parking lot (north) will include 42 standard parking spaces, 10 compact spaces added along the project driveway; one standard accessible space; two van accessible spaces; and one EV van accessible parking space. An additional nine parking spaces will be located in the existing rear parking lot located south of the building and adjacent to the caretaker unit (four standard spaces and five compact spaces). [See Attachment #5: Site Plan] There are an additional four parking spaces in the garage adjacent to the caretaker unit; these four spaces are not being used as part of the restaurant parking calculation. When valet parking is utilized, such parking will be located in the front parking lot, in the north vineyard vine rows, and along the vineyard access road to the east of the front parking lot as needed. [See Attachment #6: Valet Parking Plan]

Constraints Analysis:

Project Site:

The 6.07-acre site is located approximately 600 feet east of the downtown Geyserville intersection of Highway 128 and Geyserville Avenue. The site consists of three assessor parcels (See Attachment #11: Assessor Parcel Maps) and has approximately 110 feet of frontage on Highway 128. This frontage includes curb and gutter that was installed as a condition of approval for the 2006 building renovation. An existing gravel driveway extends approximately 335 feet south of Hwy 128 to the 48-space gravel parking lot. The entry and driveway are landscaped with mature London Plain trees and .40 acres of grape vines. Approximately 2.7 acres of additional vineyard is located on-site, east of the main building.

The existing building is elevated approximately four feet above the driveway since the site is in a 100-year floodplain. The existing 2.7-acre vineyard lies at a lower elevation east of the building. The north and south building facades of the two-story structure are 35 feet high.

The areas of the existing building, parking and outdoor areas are as shown on the site plan. [See Attachment #5: Site Plan]

The 1,728 square foot caretaker unit lies south of the main building, in the southwest corner of the site. It is accessed by a driveway that also serves the existing on-site vineyard.

There is one on-site well within the easterly vineyard that provides irrigation to the vineyard as well as the landscape planting areas.

There is no on-site septic system because the site is served by public sewer.

An existing geothermal system heats and cools the building. There are several wells under the parking lot that serve the geothermal heat exchanger unit. This system is energy efficient: a 2008 energy analysis determined that the structure exceeded 1998 California Energy Code standards by 30%. [See Attachment #10: Energy Plan]

Surrounding Uses and Zoning:

The site has a variety of surrounding land uses. Large-lot residential uses lie to the north. Urban residential and industrial uses (PG&E corporation yard) are located to the west. Residential and agricultural land (vineyard) uses lie to the east and south.

North: Single Family Residential, Zoning: AR (Agriculture and Residential)

- East: Single Family Residential and vineyard; Zoning: AR (Agriculture and Residential) & LIA (Land Intensive Agriculture)
- South: Vineyard; Zoning: LIA (Land Intensive Agriculture)
- West: Railroad Tracks, Industrial (PG&E yard), and Single Family Residential; Zoning: Limited Urban Industrial and M1 (Medium Density Residential)

The closest residence is located 72 feet east of the project entry driveway, 185 feet from the project parking lot, and 530 feet from the restaurant building. The predominantly single-family neighborhood west of the site is across the railroad tracks, 170 feet west of the restaurant building, and screened from the building by an existing seven-foot high wall along the west property line. Directly west of the restaurant building is a PG&E industrial service yard.

Easements & Utilities, and Covenants, Conditions & Restrictions:

Easements are listed in the Title Guarantee. [See Attachment #7: Title Guarantee] As a note, that document shows an easement for 10 of the building's parking spaces [See Title Guarantee Exception 9], but the beneficial owner of the easement has quitclaimed that easement. If the quitclaim deed has not been processed by the time of this application, it will be submitted separately, and Applicant will also provide an updated Title Guarantee to reflect this change.

For the location of easements, see attached map as prepared by the title company. [Attachment #7: Easement Map]

Applicant is unaware of any covenants, conditions or restrictions that apply to the parcel.

Farming Operations:

This restaurant project does not involve, or affect, any farming operations.

As described above, there are 3.1 acres of on-site vineyard and this vineyard will remain under control of the property owner. Significant amounts of off-site vineyard lie east and south of the site. No on-site vines are to be removed for the project.

The site is not under a Williamson Act contract. Adjacent off-site vineyards to the north, east, and south are under contract, but conversion of the existing office space to restaurant use will have no impact on adjacent agricultural lands.

Floodway, Waterways and Drainage:

The entire site, as well as surrounding properties, is located within the 100-year floodplain. [See Attachment #5: Site Plan] The Russian River lies approximately one-half mile to the east of the project site.

The project is already in compliance with the requirement of F2 zoning. Sonoma County permits development within the floodplain provided the structure is designed and constructed so that appreciable damage will not occur from flooding. The Building Code requires structures in the F2 Floodplain zone to be constructed a minimum of one-foot above flood level. The Federal Emergency Management Agency (FEMA) 100-year base flood elevation reflected in the 2006 project design was assumed to be 208.5 feet and the existing finished floor level for the existing building was designed as 209.5 feet, consistent with the F2 Zoning Code and Building Code standards. Note that the original design was based on the National Geodetic Vertical Datum (NGVD) of 1929.

The project will not result in any new drainage impacts. A drainage culvert is located under Highway 128, east of the project driveway's intersection with the highway. This drainage serves a portion of the site and adjacent properties to the east. Drainage from the northern vineyard flows to the north and under Highway 128. Drainage within the existing parking lot sheet-flows to the east into neighboring vineyard. Drainage surrounding the existing building either infiltrates into existing gravel, or sheet-flows into adjacent landscaping or vineyard. Site drainage is functioning properly and was constructed consistent with the previously approved grading and drainage plan.

Vegetation and Tree Protection:

The site is already fully developed. Existing landscaping and vineyard surround existing development. No existing trees or vineyard are to be removed. The addition of new window glazing, and new sliders on the east elevation, will not impact existing adjacent trees. Given that the site is already developed, there are no additional impacts to drainages or vegetation.

<u>Noise</u>:

On-site noise will be generated from the existing driveway, parking lots, and the outdoor terrace east and south of the restaurant building when used. As described above, the closest residence is located 72 feet east of the project entry driveway, 185 feet from the project parking lot, and 530 feet from the outdoor bar/outdoor functions area. A residential neighborhood lies on the other side of the railroad tracks, 170 feet west of the restaurant building but is screened from the building by an existing seven-foot high wall on the project site's west property line.

All noise will comply with the Sonoma County General Plan noise element. Although Applicant does not concede that a Noise Study is required, it has prepared one nevertheless for staff's information. [See Attachment #9: Noise Analysis].

<u>Hazards</u>:

As discussed above, the entire site lies within the 100-year floodplain. However, all existing development is designed and constructed consistent with County F2 Floodplain standards. See discussion above regarding base flood elevation and finished floor level elevation details.

There are no proposed grading changes that would affect drainage or flood impacts.

The site is not located within a wildfire hazard zone, as mapped by the Sonoma County General Plan Public Safety: Wildland Fire Hazard Area Map PS-1g.

Zoning Code Consistency:

The site is zoned M1 (Limited Urban Industrial District), VOH (Valley Oak Habitat), SR (Scenic Resource) (front undeveloped parcel only), F2 (Secondary Floodplain).

The existing building remodel was completed in 2006 with building and grading permits consistent with the M1 development standards (structural setbacks, building height, lot coverage). Minimum yard requirements for the M1 district are the same as the LC (Limited Commercial) district. The LC district has no setback requirements for the front, side, or rear yards.

Setbacks:

This project will not involve any change to the building envelope or roofline; therefore, the project complies with Zoning Code setback standards. While there are special setback standards if a site adjoins AR or agricultural land, an exemption applies to this project. [See, Sonoma County Code §26-88-040(f)] Buffers are defined by the Zoning Code as a physical separation of 100-200 feet. The project site abuts both AR and agricultural designated land. Here, the existing building is 40 feet from the most proximate vineyard (to the northeast). While the existing structure does not comply with this agricultural setback, since the project proposes no new construction, the Zoning Code allows exceptions for buildings that are nonconforming. Per Zoning Code Section 26-88-040(f), "Where the imposition of the buffer creates a nonconforming condition, expansion or modification of such use may be permitted, provided that encroachment into the setback does not exceed that of the existing structure."

<u>Height</u>:

The structures comply with M1 height standards. The maximum permitted building height is 65 feet. The building is 35 feet high at its highest point.

Lot Coverage:

The maximum permitted lot coverage is 50%. The site has 7.3% lot coverage, well within with M1 zoning lot coverage standards.

Use Permit:

A restaurant is an allowed use with a use permit. Sonoma County Code §26-46-020(b) of the zoning code - M1 zone - allows a restaurant subject to use permit approval:

"(b) Retail commercial and service uses, such as hotels and motels, restaurants, financial institutions and service stations, appropriate to and in conjunction with industrial development permitted in the M1 district;"

The site is unique because there are very few other M1-zoned properties in the immediate vicinity. Before the existing office conversion, the site was used for several years as an agricultural processing facility that was served by the adjacent railroad.

The most proximate industrial land uses in the vicinity are a PG&E corporation yard and a lumber yard. These are located to the west and southwest, across the railroad tracks, and are accessible from Geyserville Avenue. Less than a quarter mile away to the south is a County water treatment facility. The site is also near residential and agricultural zoning districts.

The proposed restaurant will be a unique destination dining experience for both locals and Alexander Valley visitors. This new Cyrus Restaurant will complement the existing downtown Geyserville dining establishments concentrated approximately one block to the west at the intersection of Highway 128 and Geyserville Avenue. It will also be compatible with M1-zoned industrial development located west of the site.

The site's M-1 zoning designation will remain in full effect and will continue to allow industrial and non-industrial land uses consistent with the Zoning Code.

Housing Plan:

There is an existing permitted detached caretaker residence on site plus three permitted work/live units located on the second-floor of the main building. This is a total of four on-site residential units. There will be no modifications to the existing residential units as part of this project. The project is exempt from Sonoma County affordable housing fee requirements (see exemption - Zoning Code Sec. 26-89-0458(B)). The

restaurant project requires only interior remodeling of the existing, permitted, office structure. The project does not include any additional floor area.

Traffic, Parking & Circulation Plan:

There will be no modifications to the site's existing driveway access and circulation pattern for the proposed project. Vehicular access will continue to be provided by the existing driveway accessed from Highway 128. The new customer entrance on the north elevation of the main building will not interfere with emergency vehicle access to on-site structures or the caretaker residence located at the south end of the site. [See Attachment #5: Site Plan]

The existing 48-space parking lot will be modified to add an additional ADA vanaccessible parking space by converting two existing standard spaces on the west side of the parking lot into one van accessible space. Two additional standard spaces will create one EV van accessible space. This will yield a total of three accessible spaces, two of which will be van-accessible spaces, and one EV charging space. An additional ten parallel compact parking spaces will be added along the east side of the driveway between existing London Plane trees. One front lot standard parking space will be designated as a "clean air" parking space.

An additional nine parking spaces (four standard and five compact spaces) within the existing south parking area adjacent to the caretaker residence¹ will be available to the restaurant. These parking spaces will be primarily used by employees. The total number of designated on-site restaurant parking spaces is 59.

When parking needs exceed the 59 restaurant parking spaces, valet parking will be utilized. Valet parking will increase the amount of available parking by 68 spaces, to a total of 127 on-site restaurant spaces. [See Attachment #6: Valet Parking Plan]. When valet parking is utilized, trained parking attendants will direct customers to a safe location near the front entry where customers will exit their car and the parking attendant will valet park the car as shown in the Valet Parking Plan.

Traffic Generation:

Traffic generation will be described in the W-Trans traffic generation report. W-Trans will provide a Memorandum of Assumptions for the Traffic Impact Study shortly after submission of this project description/proposal statement.

¹ There will remain four existing parking spaces for the caretaker unit within the adjacent garage.

Parking Analysis:

Parking analysis is as described in the W-Trans parking analysis report. [See Attachment #4: Draft Parking Analysis].

Deliveries:

Deliveries for restaurant food and supplies will occur in the same location as existing. Trucks will temporarily park in the driveway adjacent to the breezeway and deliveries will typically go to the main kitchen or adjacent prep kitchen.

<u>Transit:</u>

The most proximate public transportation is the Sonoma County Transit Bus route with bus stops located at either Geyserville Park & Ride or at the Geyserville Avenue/Walden Street intersection. Both bus stop locations are approximately 1000 feet west of the project site. No other regular public transit options are available at this time.

Utilities and Services:

Water Supply:

Water supply is currently provided to the site by California American Water. This public water source will remain unchanged.

Water Conservation:

All interior tenant water fixtures will comply with water conservation requirements of the California Plumbing Code and State Standards referenced therein. Very few modifications will be made to the existing low water use landscaping. All project landscaping and irrigation will conform to the Sonoma County Water Efficient Landscape Regulations (Sonoma County Building Code - Chapter 7D3). In keeping with these requirements, a Landscape Plan check application will be submitted for review and approval prior to or concurrently with the building permit application.

Sewage Disposal:

Sewer service will continue to be provided by the Geyserville Sanitation Zone of Sonoma County Water Agency. A grease interceptor will be incorporated for the restaurant use. The applicant proposes no changes to the sewer connection.

Stormwater Management Plan:

Most construction will be interior tenant improvements constructed within the existing structure. A five-foot-wide, ten-foot long, covered path will be constructed within the existing breezeway at its southerly end. This will allow covered access for staff to

traverse the breezeway. The cover will drain to the existing permeable gravel courtyard. A new 109+/- square foot roof canopy will also be constructed at the new customer entrance on the north side of the main structure. Drainage resulting from the entry canopy and walkway will drain into a new drainage inlet, and will discharge into the existing vineyard east of the existing building, consistent with how the area surrounding the existing building currently drains. The existing gravel surfacing located on the south and east sides of the existing building will be replaced with a gravel pave drainage system which will match or improve stormwater infiltration and treatment.

Solid Waste Disposal:

Solid Waste disposal and recycling will continue to be provided by Recology. An existing trash enclosure located northwest of the restaurant building will continue to be utilized.

Fire and Emergency Services:

All construction will meet requirements of the Fire and Emergency Services, including the fire code.

The Northern Sonoma County Fire Protection District will continue to serve the site for fire and emergency services. The Geyserville Fire Station is located approximately 1,000 feet west of the project site.

Energy Conservation Plan:

All remodeling of the existing building will be completed in compliance with current Title 24 code requirements.

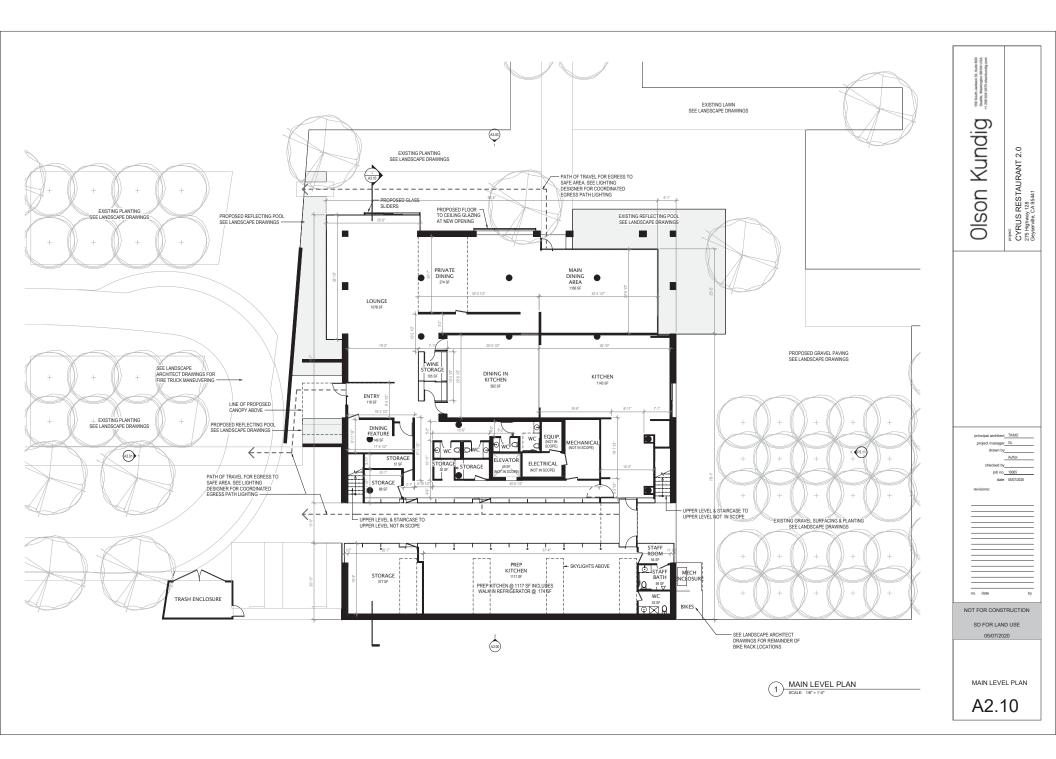
The existing building is currently served by a geothermal heat pump system designed for space heating and cooling purposes, as well as underfloor air distribution. The geothermal heat exchanger is served by several existing wells under the existing parking lot. Heating and cooling for the new restaurant facility will continue to be served by this energy-saving heating and cooling system. A 2008 energy analysis prepared for the structure determined that the structure exceeded 1998 California Energy Code standards by 30%, resulting in a PG&E Savings by Design owner's incentive. [See Attachment #10: Energy Plan Report]

Proposed Design/Construction Hours:

Please see description of proposed architectural modifications to the existing building, landscaping, and signage as described above, and as contained in the Attachments. A description of existing and proposed exterior lighting is also described above, and in the pertinent Attachments.

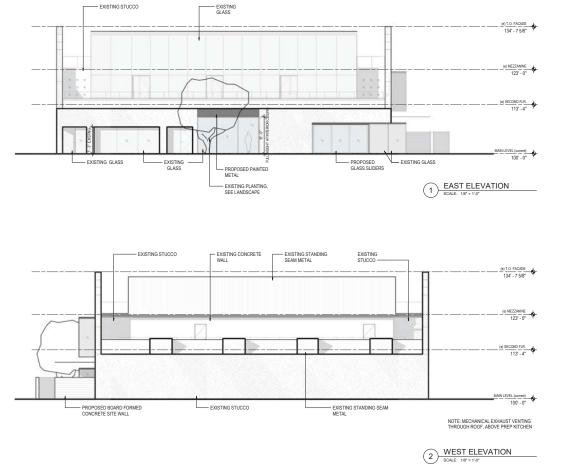
As discussed above, the amount of exterior construction is very limited. It includes the new entry, entry wall, Corten steel cladding, and water feature at the north elevation. Minor modifications to the front parking area will convert four existing parking spaces into an accessible parking space, and an EV van-accessible charging station. The addition of these spaces requires removal of the existing stairs leading from the parking lot to the building and construction of an accessible ramp as shown on the Landscape Plan [Attachment #2].

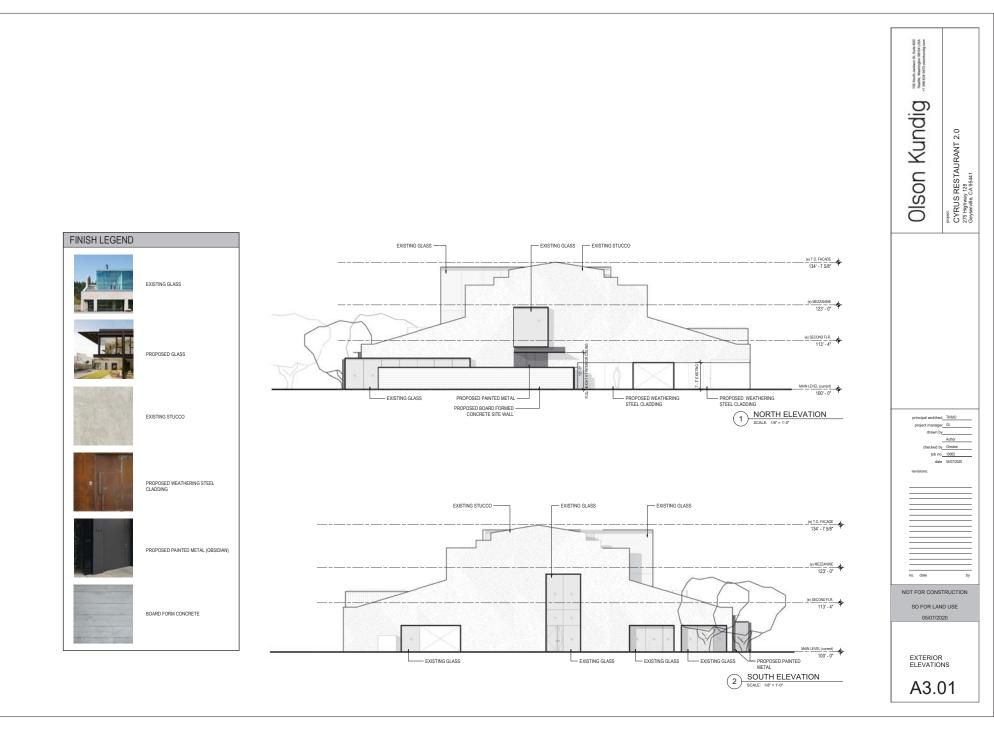
Construction hours will typically be Monday through Friday, 7 a.m. - 6 p.m.

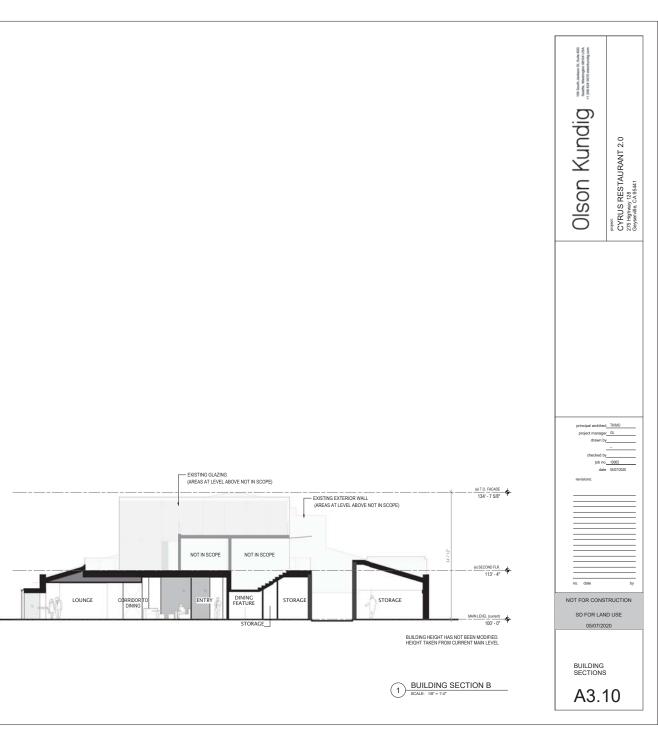


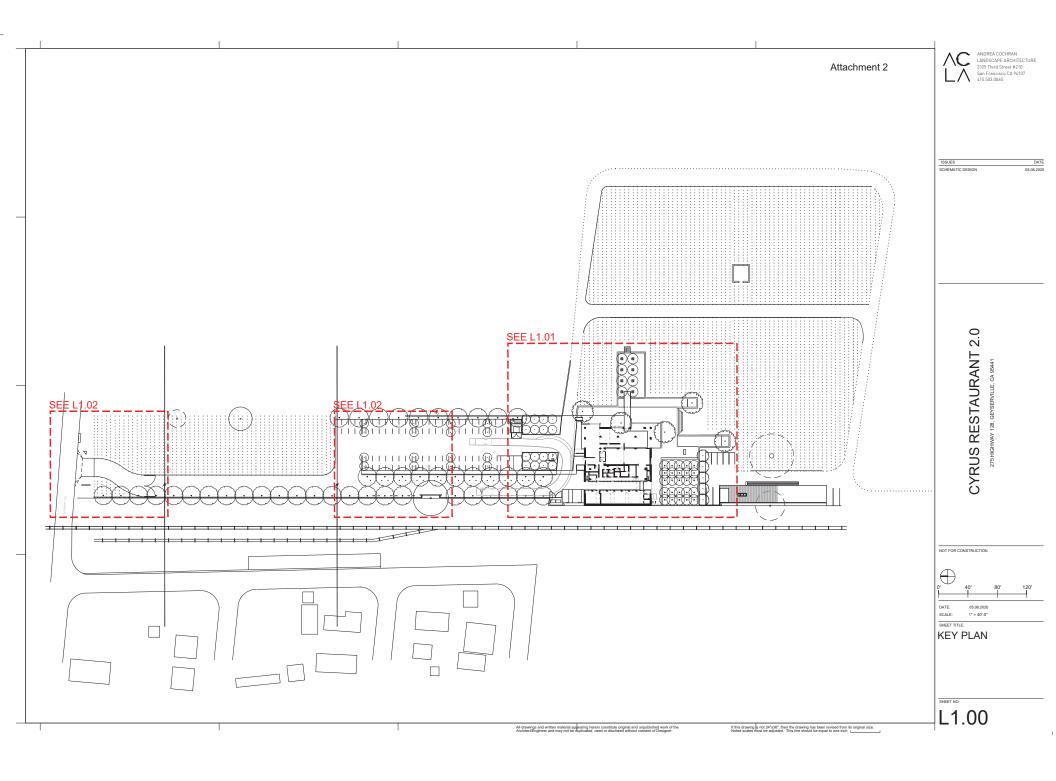
158 South Jackson St. Suite 600 Deather, Washington 50154 USA +1 208 624 5675 planniaundig zone Olson Kundig project CYRUS RESTAURANT 2.0 275 Highway 128 Geyserville, CA95441 (e) T.O. FACADE 134' - 7 5/8" (e) MEZZANINE 123' - 0* (e) SECOND FLR. 113' - 4" AIN LEVEL (current) 100' - 0* cipal architect TK/MC ager GL Autho job no. 19065 date 05/07/2020 (e) T.O. FACADE (e) MEZZANINE 123' - 0* - (e) SECOND FLR. 113' - 4" no. date by NOT FOR CONSTRUCTION SD FOR LAND USE 05/07/2020 MAIN LEVEL (current) EXTERIOR ELEVATIONS A3.00

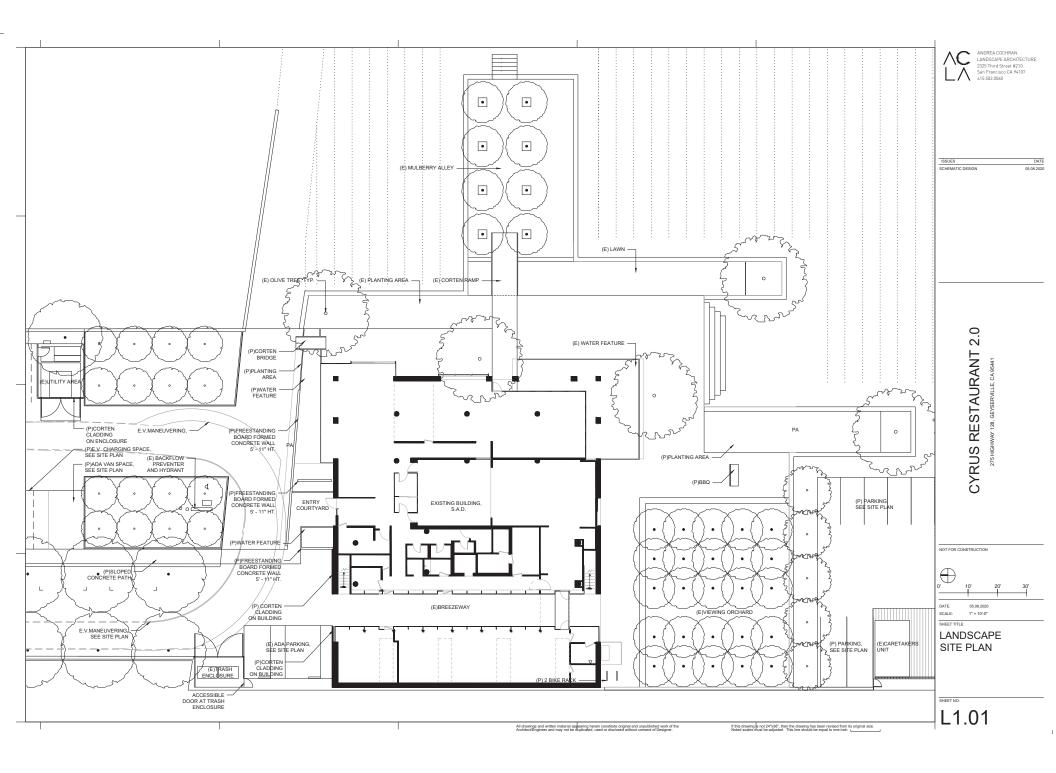


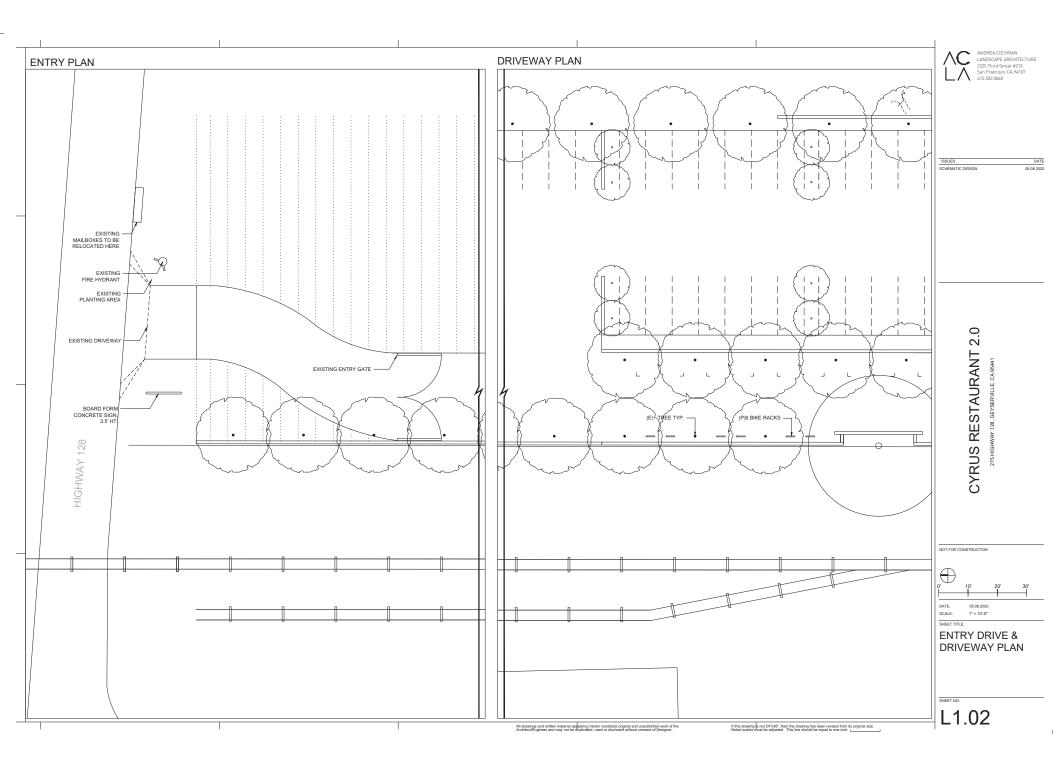


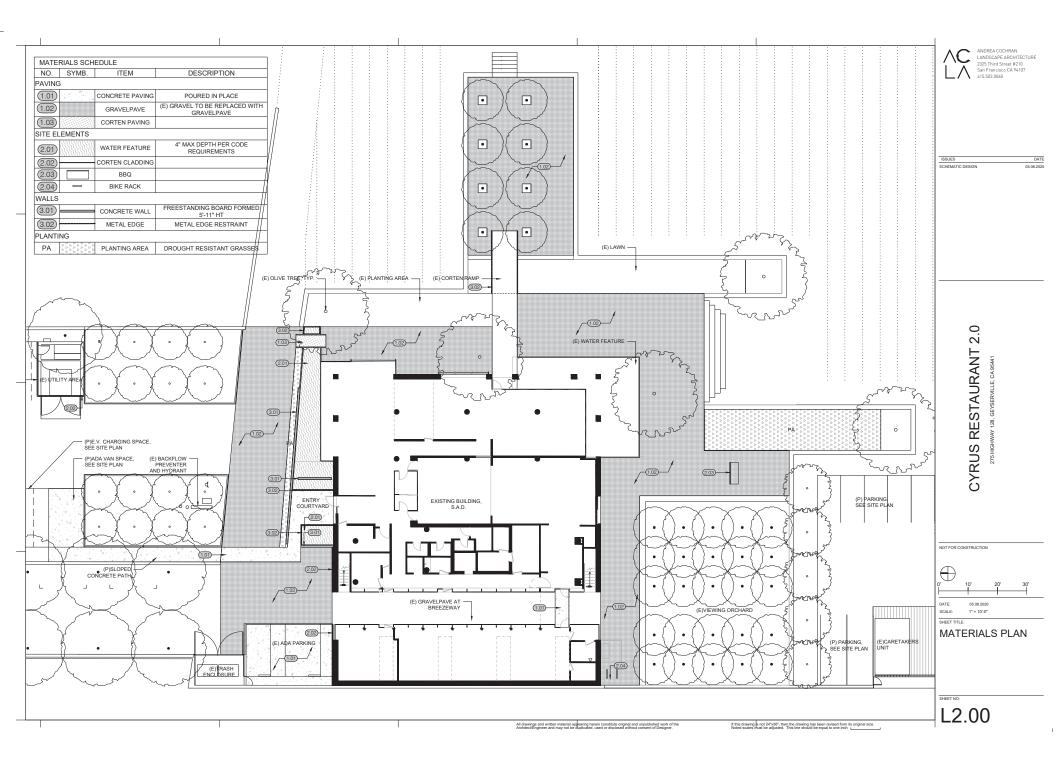


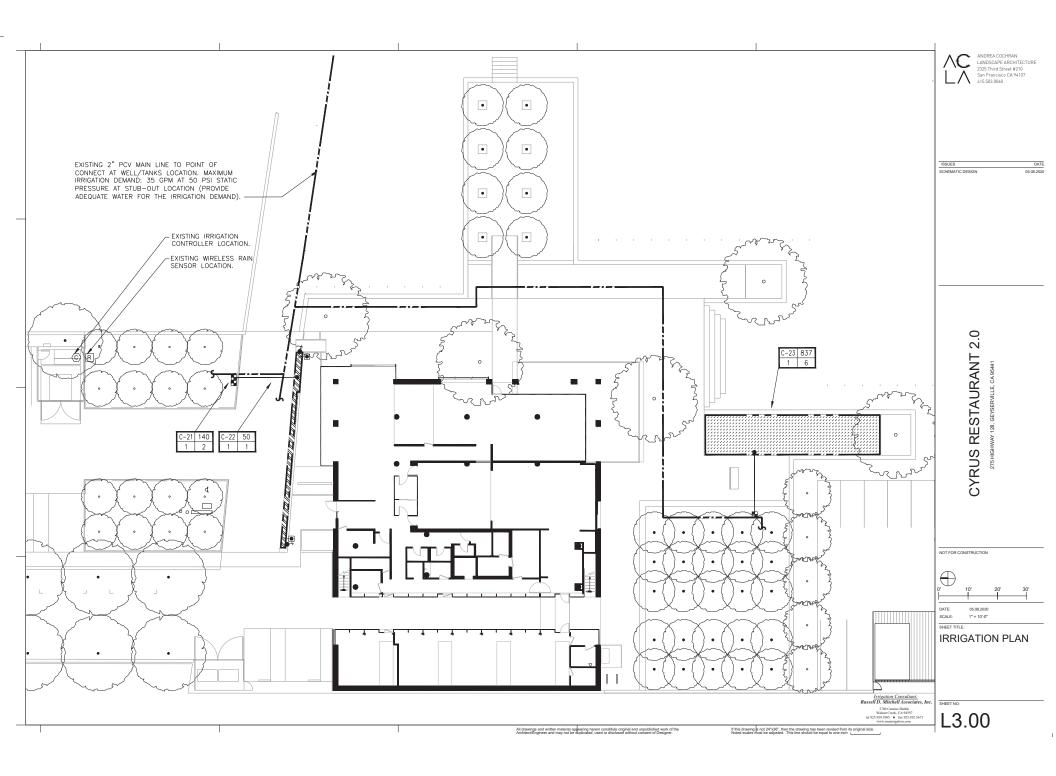


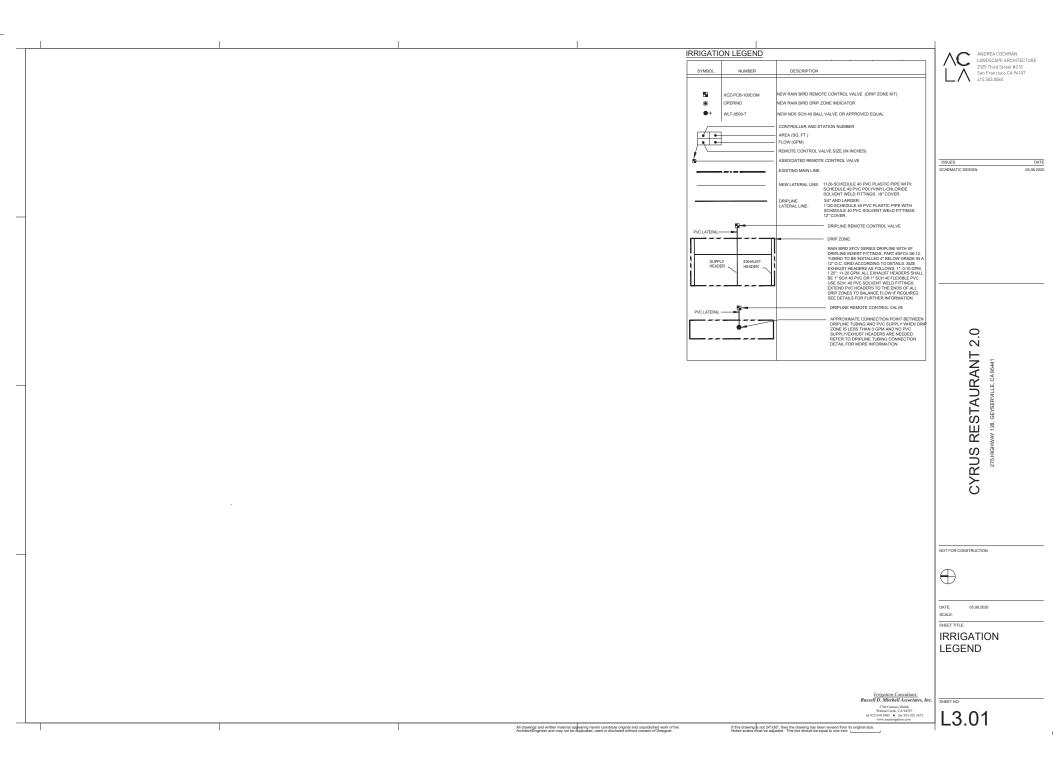


















LEGEND

LUMINAIRE DESIGNATION(S) ESTIMATED QUANTITY OF FXTURES UXX 0 CENTRAL CONTROL REQUIREMENT(S)

LOCAL CONTROL REQUIREMENT(S) LOCAL CONTROL REQUIREMENT(S) 1 C OCCUPANCY SENSING DEVICE REQUIRED

- CENTRAL CONTROL REQUIREMENT(S) 2 LCP: CENTRALZED LIGHTING CONTROL WITH: - PHOTOCONTROL INPUT - ASTRONOMICAL TIME CLOCK - PROGRAMMABLE CONTROLS
- LOCAL: THE LIGHTING IS CONTROLLED LOCALLY WITH A SWITCH AND/OF SENSING DEVICE LOCALLY.

3 ON-OFF OIMMING SPECIAL CONTROL REQUIREMENT (DMX, DALI, ETC.) REFER TO LIGHTING SPECIFICATIONS AND/OR SEQUENCE OF OPERATIONS FOR CONTROL TYPE.

PROVIDE IN-GRADE NEMA 3R JUNCTION BOX ENCLOSURE WITH CONDUIT PATHWAY TO LIGHTING CONTROL PANEL.

GENERAL NOTES:

QUANTITIES PROVIDED FOR THE PURPOSE OF DEMONSTRATING A DESIGN INTENT. ALL QUANTITIES TO BE VERIFIED BY CONTRACTOR.

FIXTURES PURPOSED FOR EXTERIOR USE ARE TAGGED AS "ELXX".

4. PROVIDE ALL NECESSARY COMPONENTS FOR A FULLY FUNCTIONING LICHTING CONTROL SYSTEM THAT IS COMPLIANT WITH THE NEC AND ALL LOCAL AND MUNICIPAL CODES.

5. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR DIMENSIONED LOCATIONS OF LUMINAIRES.

6. ADJUSTABLE EXTERIOR SITE LIGHTING IS SHIELDED AND FIXED IN A DOWNWARD ORIENTATION OR IS ABLE TO BE ADJUSTED AND LOCKED IN A DOWNWARD ORIENTATION.

KEYED NOTES: 1. LIGHTING PLANS DENOTE FIXTURE POSITIONS RELATIVE TO THE PLAN DRAWINGS PROVIDED BY THE ARCHITECT.

REPLACE AND REFURBISH EXISTING FIRTURES AS NECESSARY FOR FULLY OPERATIONAL LIGHTING.
 PROVIDE POWER FOR ENTRY AND ADDRESS SIGNAGE. CIRCUIT THE LIGHTING CONTROL PANEL FOR PHOTOCONTROLLED ON/OFF

Attachment 3

851

118 South Jackson St. State IV Southur Waterington SH104 US -1 200 KD4 5170 onerkundig on

Kundig

Olson

niteo 1932 1st Ave., Suit Seattle, WA 98101 niteolighting.com 206.456.4554

> rincipal architect TK project manager MO drawn by JE, JS checked by job no._____ date__04/21/2020

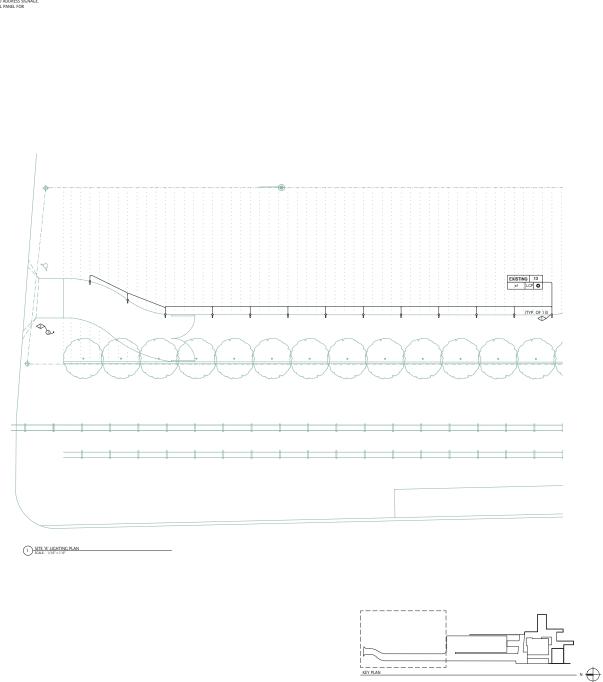
io. date

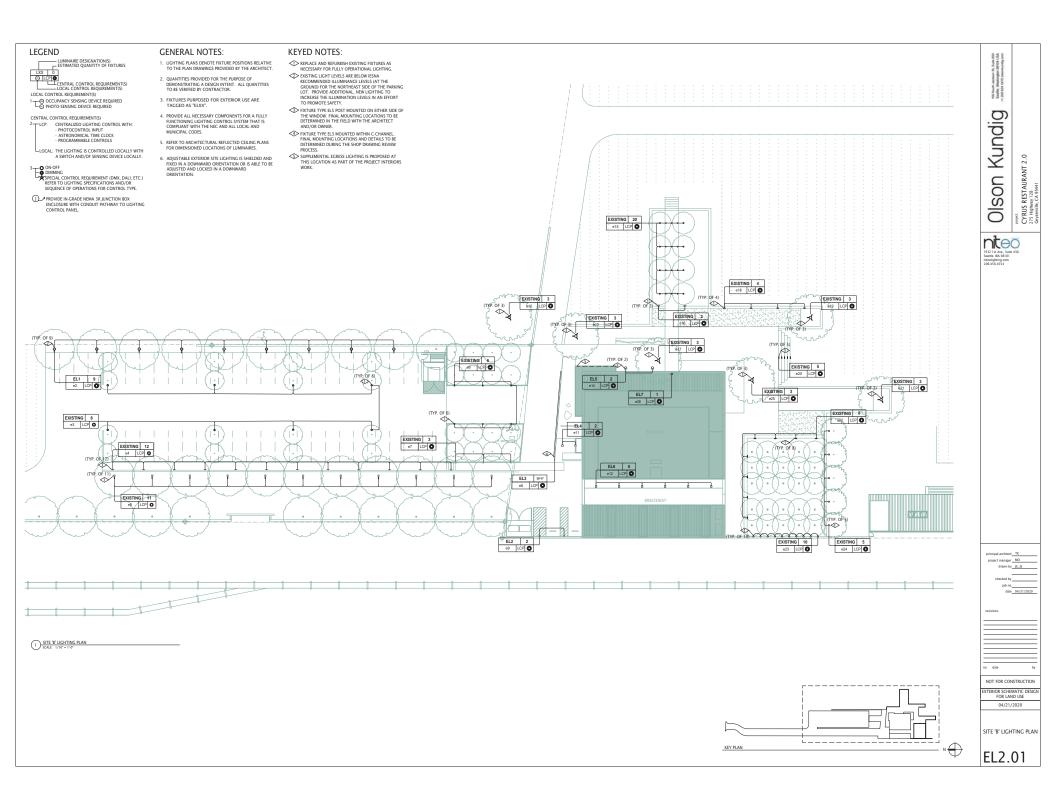
SITE 'A' LIGHTING PLAN

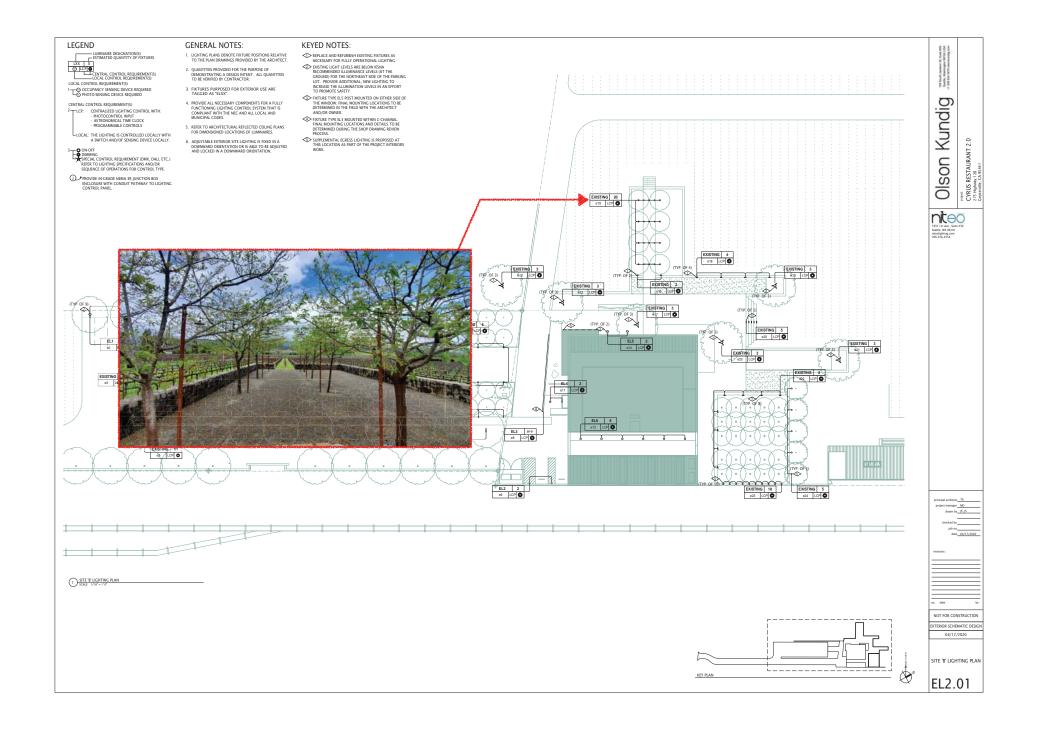
EL2.00

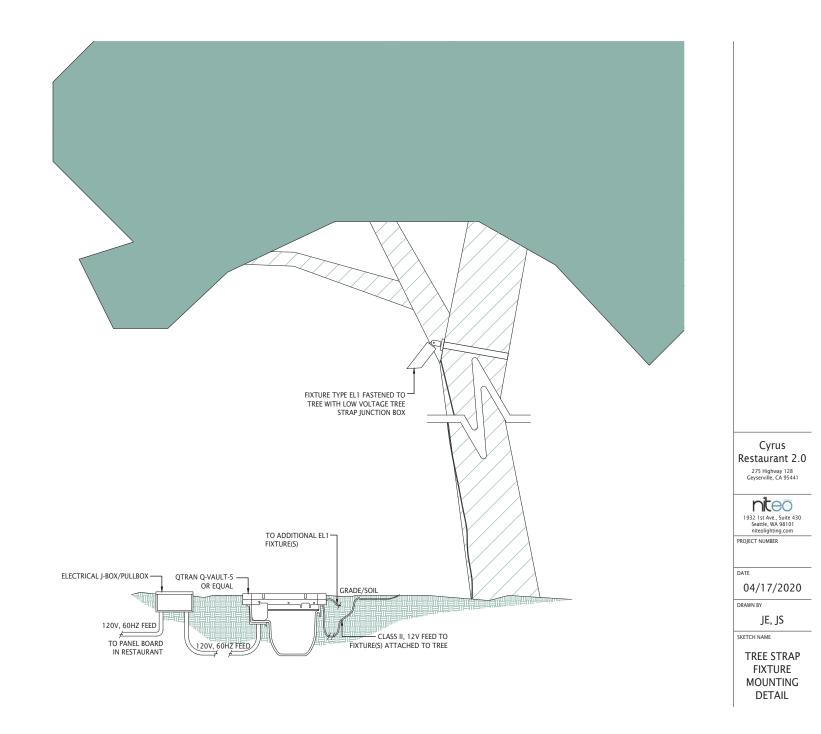
- he NOT FOR CONSTRUCTION EXTERIOR SCHEMATIC DESIGN FOR LAND USE 04/21/2020

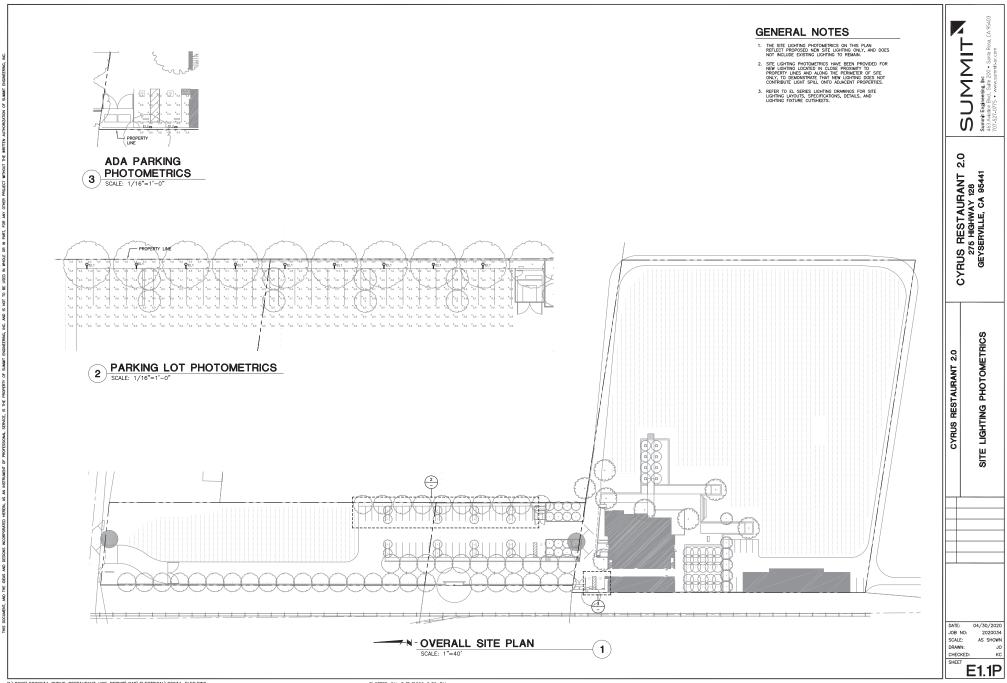
CYRUS RESTAURANT 2.0





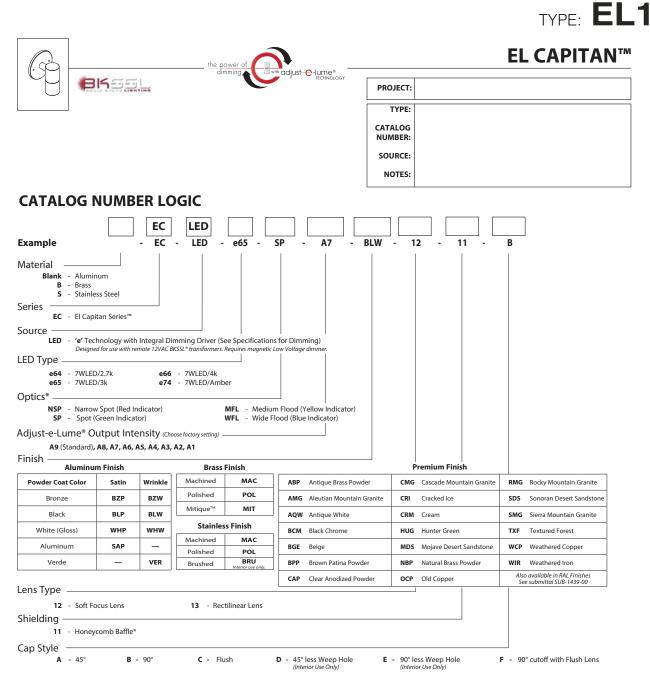






P:\2020\2020034 CYRUS RESTAURANT USE PERMIT\CAD\ELECTRICAL\20034-ELEC.DWG

PLOTTED ON: 5/7/2020 5:39 PM

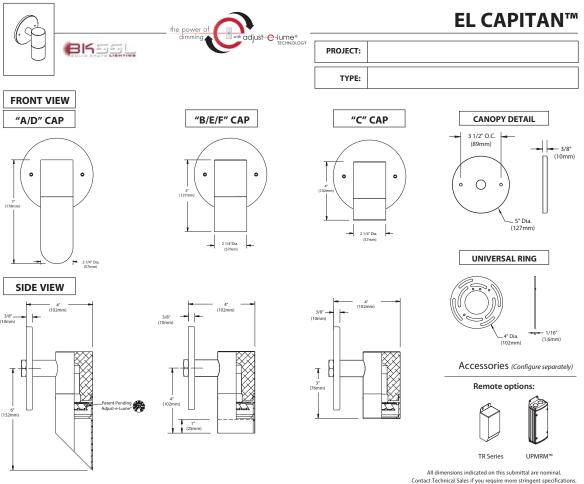


*Accommodates up to 2 Lens/Shielding media



THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF BX LIGHTING, INC. AND ITS RECEIPT OR ROSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, DISCLOSE ITS CONTENTS, OR TO MANUFACTURE, USE OR SELL ANYTHING IT MAY





SPECIFICATIONS

GreenSource Initiative™ Metal and packaging components are made from recycled materials. Manufactured using renewable solar energy, produced on site. Returnable to manufacturer at end of lito to ensure cradle-to-cradle handling. Packaging contains no chlorofluorocarbons (CFC's). Use of this product may qualify for GreenSource efficacy and recycling rebate(s). Consult wave blichting com/craenource for corregre requirements www.bklighting.com/greensource for program requirements.

Materials

Furnished in Copper-Free Aluminum (Type 6061-T6), Brass (Type 360) or Stainless Steel (Type 304).

Body

Fully machined from solid billet. Unibody design provides enclosed, water-proof wireway and integral heat sink for maximum component life. High temperature, silicone 'O' Ring provides water-tight seal.

Cap Fully machined. Accommodates [1] lens or louver media. Choose from 45° cutoff ('A' or 'D'), 1" deep bezel with 90° cutoff ('B' or 'E'), flush lens ('C') cap styles, or 1" deep cutoff with flush mounted lens ('F'). 'A' and 'B' caps include weephole for water and debris drainage. 'D' and 'E' caps exclude weephole and are for interior use only. exclude weep-hole and are for interior use only.

Lens

Shock resistant, tempered, glass lens is factory adhered to fixture cap and provides hermetically sealed optical compartment. Specify soft focus (#12) or rectilinear (#13) lens.

BKSSI®

Integrated solid state system with 'e' technology is scalable for field upgrade. Modular design with electrical quick disconnects permit field maintenance. High power, forward throw source complies with ANSI C78.377 binning requirements. Exceeds ENERGY STAR® lumen maintenance requirements. LM-80 certified components.

Integral, constant current driver. 12VAC/VDC input. 50/60Hz. Proprietary input control scheme achieves power factor correction and eliminates inrush current. Output, over-voltage, open-circuit, and short circuit protected. Inrush current limited to <1A (non-dimmed). Conforms to Safety Std. C22.2 No. 250.13-12.

Dimming

Line voltage dimmable via magnetic low voltage dimmer. For use with low voltage dimmer with dedicated neutral conductor. For purposes of dimming: Remote magnetic transformer with BKSSL* Power of 'e' technology loads should be loaded to 25% of the transformer VA (watts) rated value.

Optics

Interchangeable OPTIKIT[™] modules permit field changes to optical distribution. Color-coded for easy reference: Narrow Spot (NSP) = Red. Spot (SP) = Green. Medium Flood (MFL) = Yellow. Wide Flood (WFL) = Blue.

Adjust-e-Lume® (Pat. Pending)

Integral electronics allows dynamic lumen response at the individual fixture. Indexed (100% to 25% nom.) lumen output. Maintains output at desired level or may be changed as conditions require. Specify factory preset output intensity.

Installation 5" dia, machined canopy with stainless steel universal mounting ring permits mounting to 4" octagonal junction box (by others). Suitable for uplight or downlight installation.

Remote Transformer For use with 12VAC 원님으므느 remote transformer or magnetic transformers only. B-K Lighting cannot guarantee performance with third party manufacturers' transformers.

Wiring XLPE, 18GA,150C, 600V, rated and certified to UL3321. Hardware

Tamper-resistant, stainless steel hardware. Canopy mounting screws are additionally black oxide treated for additional corrosion resistance.

Finish

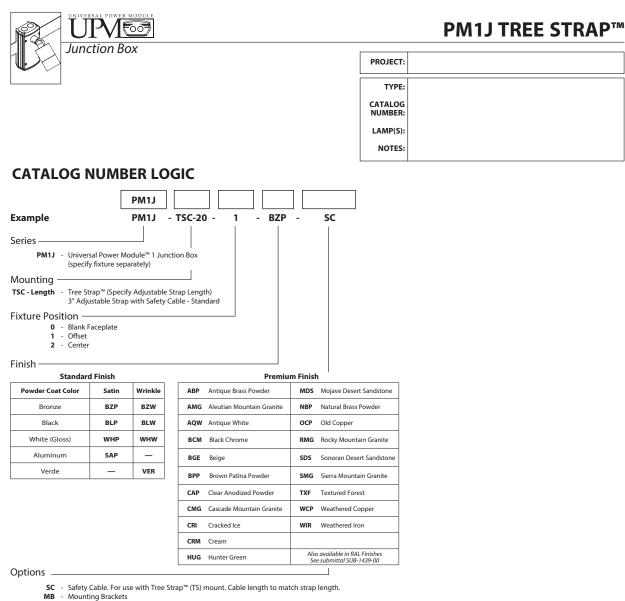
StarGuard®, our exclusive RoHs compliant, 15 stage chromate-free process cleans and conversion coats aluminum components prior to application of Class 'A' TGIC polyester powder coating. Brass components are available in powder coat or handcrafted metal finish. Stainless steel components are available in handcrafted metal finish. (Brushed finish for interior use only).

Warranty 5 year limited warranty

Certification and Listing ITL tested to IESNA LM-79. UL Listed. Certified to CAN/CSA/ ANSI Standards. Suitable for indoor or outdoor use. Suitable for use in wet locations. RoHs compliant. Made in USA.

"Teflon is a registered trademark of DuPont Corporation. "Energy Star is a registered trademark of the United States Environmental Protection Agency.

niter





0429 Brickyard Drive • Madera, CA 93636 • USA 559.438.5800 • FAX 559.438.5900 www.bklighting.com • info@bklighting.com	SUBMITTAL DATE 03-23-2018	DRAWING NUMBER SUB-1608-00

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF B-K LIGHTING, INC. AND ITS RECEIPT OR POSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, DISCLOSE ITS CONTENTS, OR TO MANUFACTURE, USE OR SELL ANYTHING IT MAY

4

Wall luminaire - directed light

Application

Wall luminaire with directed light. As individual luminaires with low mounting height, they can be used for marking danger areas or in rows for illuminating corridors and passageways. With high mounting heights they can be used as wall luminaires next to doors or for lighting small wall areas.

Materials

Luminaire housing constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy Matte safety glass

High temperature silicone gasket

Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations Protection class IP 64

Weight: 0.9 lbs

Electrical

Operating voltage	1
Minimum start temperature	-1
LED module wattage	2
System wattage	3
Controllability	D
Color rendering index	F
Luminaire lumens	1
LED service life (L70)	6

120-277V AC -20° C 2.1 W 3.0 W Dimming not available Ra > 90 172 lumens (4000K) 60,000 hours

LED color temperature

□ 4000K - Product number + **K4** □ 3500K - Product number + **K35** □ 3000K - Product number + **K3** □ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors	🗆 Black (BLK)	□ White (WHT)	□ RAL:
	🗆 Bronze (BRZ)	□ Silver (SLV)	□ CUS:

Type: BEGA Product: Project: Modified:





Wall lu	minaire ·	directed light				
		LED	A	в	С	Required wiring box
22215	ADA	2.1 W	31/2	3¾	2 3/8	19538

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us, cc







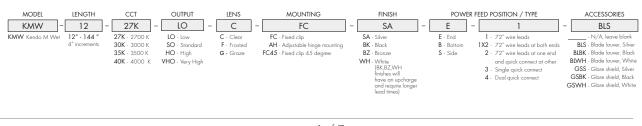
		Features
		 24VDC Class 2 for wet locations fixtures made to order up to 144". Fixtures can be linked up to 35' depending on output Dot free even illumination achievable with frosted lens Vibrant colors with R9 values up to 98 Single micro binned LEDs +/- 30 CCT Dims with minimal color shift Class 2 listed for wet locations 3 Year warranty
IP68	Finish options	Profile dimensions
Made in USA	Silver anodized	
	Black powder coated	$\begin{array}{c} 0.49^{''} \\ \hline \\ -0.69^{''} \\ \hline \\ \hline \\ -0.69^{''} \\ \hline \\ -0.69^{''} \\ \hline \\ \hline \\ -0.69^{''} \\ \hline \\ \hline \\ -0.69^{''} \\ \hline \\ $
RoHS Compliant	Bronze powder coated	
dimmable	White powder coated	0.50" up to 90" clear or frosted lens using the fixed mounting bracket up to 90" up to 90" using the fixed 45 degree mounting bracket up to 90" up to 90" using the 10" up to 90" up to 90"

Technical information

OUTPUT OPTIONS	

Output	Lumens at 4000K	Average power consumption	Lumens / Watt (with clear lens)	Maximum system length	_	Color temperature	Multiplier (reference - 4000K)	CRI	
	(with clear lens)	at 4'	. ,	In series		2700K	0.73	97	
LO (LL 18)	74	1.6 W/ft	46 lm/W	80'	_	3000K	0.81	91	-
SO (LL36) HO (LL54)	209	3.2 W/ft 5.2 W/ft	47 lm/W 40 lm/W	35' 26'	_	3500K	0.86	94	
VHO (LL72)	291	6.5 W/ft	45 lm/W	18'	_	4000K	1.00	94	

Ordering code



REV 10.3 02212020 **CYRUS RESTAURANT 2.0** exterior schematic design 04.21.2020

page 1 of 7

www.luminii.com tel: 224-333-6033

TM-30-15

CCT INFO/LUMEN MULTIPLIER

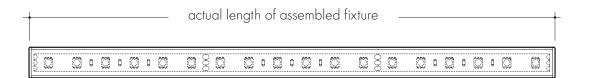




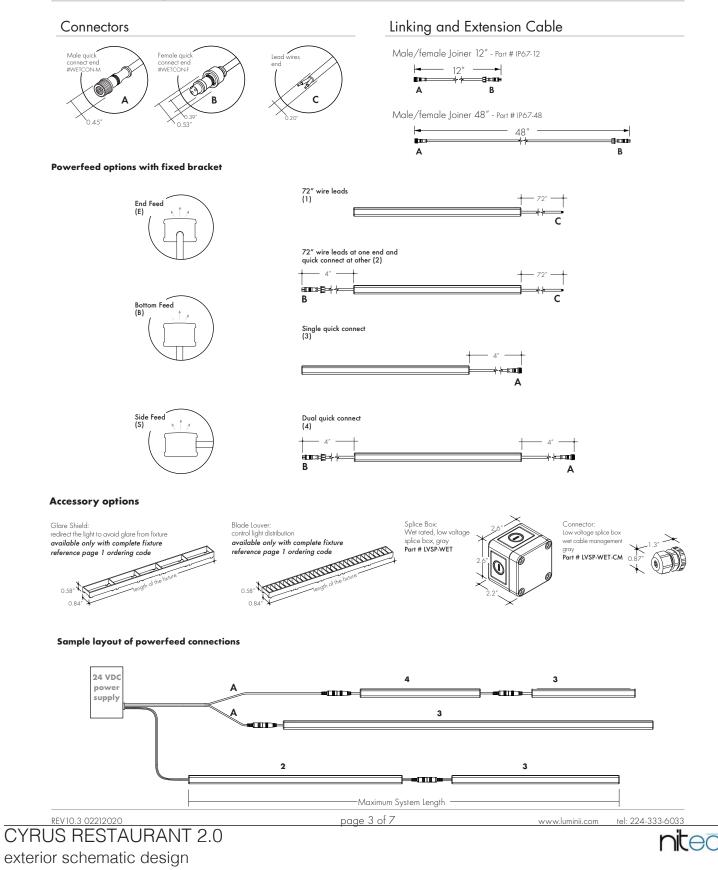
Power consumption per fixture length

Based on operation with PSD series of power supplies.

		LO			so			но			vно	
Nominal Length	Actual Length	W/ft	Total wattage									
12″	12-12/16"	1.65	1.65	12-12/16"	3.25	3.25	12-11/16"	5.35	5.30	12-11/16"	6.75	6.75
16″	16-11/16"	1.65	2.00	16-10/16"	3.25	4.00	16-10/16"	5.33	7.06	16-9/16"	6.75	9.00
20″	20-10/16"	1.65	2.80	20-10/16"	3.25	5.25	20-10/16"	5.31	8.82	20-9/16"	6.75	11.25
24″	24-8/16"	1.65	3.00	24-8/16"	3.25	6.50	24-9/16"	5.30	10.60	24-8/16"	6.75	13.50
28″	28-7/16"	1.65	3.90	28-7/16"	3.25	7.75	28-7/16"	5.28	12.33	28-7/16"	6.75	16.75
32″	32-6/16"	1.65	4.00	32-7/16"	3.25	8.50	32-7/16"	526	14.06	32-6/16"	6.75	19.00
36″	36-6/16"	1.65	5.00	36-5/16"	3.25	9.75	36-6/16"	5.25	15.80	36-5/16"	6.65	19.95
40″	40-4/16"	1.64	5.50	40-4/16"	3.25	10.25	40-5/16"	5.23	17.40	41-4/16"	6.65	22.20
44″	44-3/16"	1.64	6.00	44-4/16"	3.20	11.75	44-4/16"	5.21	19.00	45-3/16"	6.65	24.40
48″	48-2/16"	1.63	6.60	48-3/16"	3.20	12.80	48-3/16"	5.20	20.60	49-2/16"	6.55	26.20
52″	52-1/16"	1.63	7.10	52-2/16"	3.20	13.30	53-7/16"	5.18	22.40	53-1/16"	6.55	28.50
56″	56-1/16"	1.63	7.70	56-1/16"	3.20	14.80	57-6/16''	5.16	24.20	57 "	6.55	30.50
60″	59-15/16''	1.63	8.20	60 "	3.20	16.00	61-5/16"	5.15	26.00	60-15/16"	6.45	32.25
64″	63-14/16"	1.63	8.80	63-15/16"	3.20	17.00	65-4/16"	5.13	27.60	64-14/16"	6.45	34.40
68″	67-13/16"	1.62	9.30	69-13/16"	3.15	18.00	69-3/16"	5.11	29.20	68-13/16"	6.45	36.55
72″	71-12/16"	1.62	9.80	73-12/16"	3.15	18.90	73-2/16"	5.10	30.80	72-12/16"	6.40	38.40
76″	75-12/16"	1.62	10.40	77-11/16"	3.15	19.00	77-1/16"	5.08	32.40	76-11/16"	6.40	40.50
80″	79-10/16"	1.62	10.90	81-11/16"	3.15	21.50	81-1/16"	5.06	34.00	80-10/16"	6.40	43.00
84″	83-9/16"	1.62	11.50	85-9/16"	3.15	22.05	85"	5.05	35.70	84-9/16"	6.25	43.75
88″	87-8/16"	1.62	12.00	89-8/16"	3.15	23.00	88-14/16"	5.03	37.10	88-8/16''	6.25	46.00
92″	91-7/16"	1.62	12.50	93-7/16"	3.10	24.00	92-13/16"	5.01	38.50	92-7/16"	6.25	48.00
96″	95-7/16"	1.62	13.10	97-6/16"	3.10	24.80	96-13/16"	5.00	40.00	97-6/16"	6.15	49.20
100″	99-5/16"	1.61	13.50	101-6/16"	3.10	26.30	100-12/16"	4.98	41.60	101-5/16"	6.15	51.25
104″	103-4/16"	1.61	14.00	105-4/16"	3.05	27.10	104-11/16"	4.96	43.20	105-3/16"	6.15	53.00
108″	111-2/16"	1.60	14.50	109-4/16"	3.05	28.00	108-10/16"	4.95	44.80	109-3/16"	6.00	54.00
112″	115-2/16"	1.60	15.00	113-3/16"	3.05	28.50	112-9/16"	4.93	46.20	113-2/16"	6.00	56.00
116″	119"	1.59	15.50	117-1/16"	3.05	30.00	116-8/16"	4.91	47.60	117-1/16"	6.00	58.00
120″	122-15/16"	1.59	16.50	121-1/16"	3.00	30.50	120-8/16′′	4.90	48.90	121 "	5.90	59.00
124″	126-14/16″	1.59	17.00	125 "	3.00	31.50	124-7/16"	4.88	50.40	124-15/16"	5.90	60.60
128″	130-13/16"	1.59	17.50	128-14/16"	3.00	32.50	128-6/16"	4.86	51.90	128-14/16"	5.90	62.20
132″	134-13/16"	1.59	18.10	132-14/16"	2.95	33.50	132-5/16"	4.85	53.30	132-13/16"	5.80	63.80
136″	138-11/16"	1.59	18.60	136-13/16"	2.95	34.30	136-4/16"	4.83	54.70	136-12/16"	5.80	65.30
140″	142-10/16"	1.59	19.10	140-12/16"	2.95	35.20	140-3/16"	4.81	56.10	140-11/16"	5.80	66.80
144″	146-10/16"	1.58	19.64	144-11/16"	2.90	36.00	145-7/16"	4.80	57.40	144-10/16"	5.70	68.40







04.21.2020

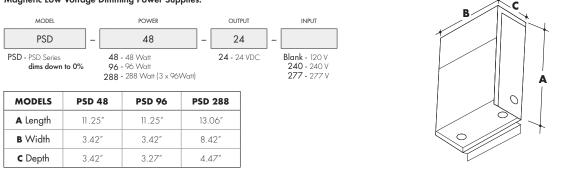
type: **EL3** ∎Iuminii

Kendo M Wet Linear Illumination System

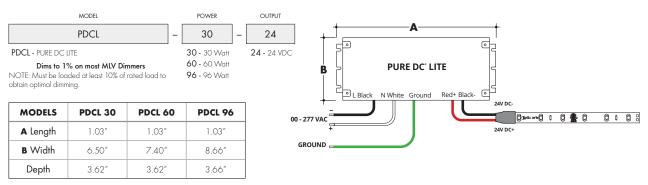
Power supply

See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view luminii website for list of compatible dimmers.

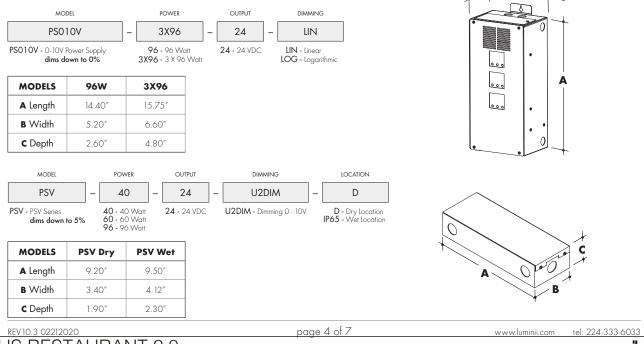
Magnetic Low Voltage Dimming Power Supplies:

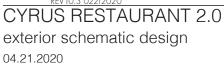


Electronic Low Voltage Dimming Power Supplies:









nitec

В

Power supply

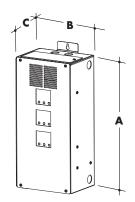
See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

DMX Dimming Power Supplies

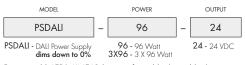


Features eldoLED's LINEARdrive configurable dimmable drivers

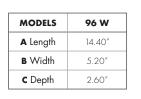
MODELS	3X96 W
A Length	15.75″
B Width	6.60″
C Depth	4.80″

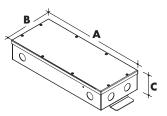


DALI Dimming Power Supplies



Features eldoLED's LINEARdrive configurable dimmable drivers





LUTRON®

Luminii is a Lutron OEM Advantage Partner

MODEL

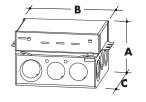
Lutron - Hi-lume™ 1% 2-wire

LED driver (120V forward phase only)

MODELS	LTEA	L3DA
A Length	4.89″	4.89″
B Width	2.66″	2.66″
C Depth	4.00″	4.00″

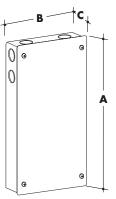
MODEL	
L3DA4U1UKL-CV240	
Hi-lume™ 1% EcoSystem Voltage	

LED driver





MODELS	L3D0
A Length	10.50″
B Width	5.50″
C Depth	2.00″





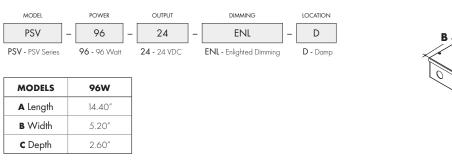


C

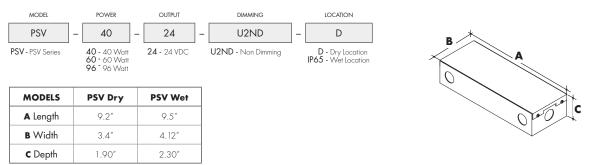
Power supply

See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

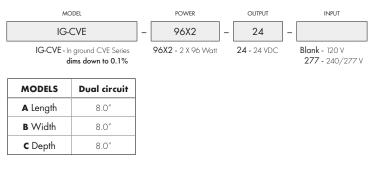
Enlighted Enabled Dimming Power Supplies:

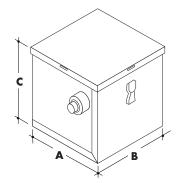


Non-Dimming Power Supplies:



In ground, Electronic Low Voltage Dimming Power Supplies:





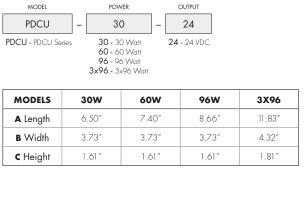


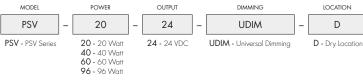


Power supply

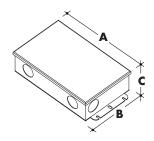
See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

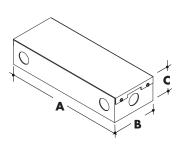
Universal Power Supply



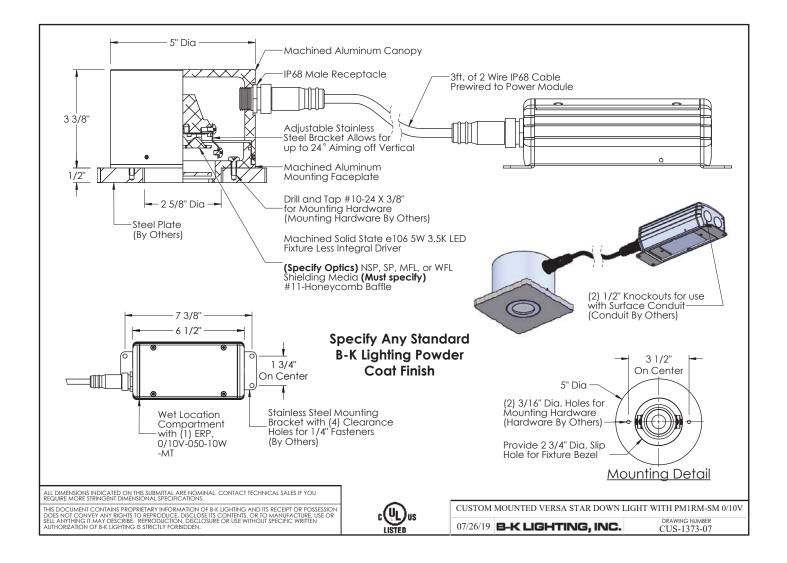


MODELS	20W	40W	60W	96W
A Length	8.15″	9.20″	9.20″	9.20″
B Width	2.00″	3.40″	3.40″	3.40″″
C Height	1.70″	1.90″	1.90″	1.90″











LED wall luminaire - directed light

Application

This LED wall luminaire has a directed light distribution designed for general illumination of pathways and building entrances from various mounting heights.

Materials

Luminaire housing constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy

Clear safety glass

Reflector made of pure anodized aluminum Silicone applied robotically to casting, plasma treated for increased

adhesion

High temperature silicone gasket

Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations Protection class IP 64

Weight: 1.0 lbs

Electrical 120-277VAC Operating voltage -20° C Minimum start temperature LED module wattage 3.2W System wattage 5W Controllability Color rendering index Ra > 80 Luminaire lumens LED service life (L70)

0-10V dimmable 145 lumens (3000K) 60,000 hours

LED color temperature

4000K - Product number + K4 (EXPRESS) 3500K - Product number + K35 3000K - Product number + K3 (EXPRESS) 2700K - Product number + K27 Amber - Product number + AMB

Wildlife friendly amber LED - Optional

Luminaire is optionally available with a narrow bandwidth, amber LED source (585-600nm) approved by the FWC. This light output is suggested for use within close proximity to sea turtle nesting and hatching habitats. Electrical and control information may vary from standard luminaire.

LED module wattage	2.1 W (Amber)
System wattage	2.9W (Amber)
Luminaire lumens	81 lumens (Amber)

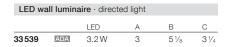
BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors	🗆 Black (BLK)	□ White (WHT)	🗆 RAL:
	🗆 Bronze (BRZ)	□ Silver (SLV)	□ CUS:





BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us

Type: **BEGA Product:** Project:

Modified: MOUNTED ON WOOD POST PROVIDED BY OTHER. MOUNTING HEIGHT TO BE DETERMINED IN THE FIELD WITH THE ARCHITECT.







Laser Blade InOut

Design iGuzzini

Last information update: March 2020

iGuzzini

Ceiling-mounted Laser Blade InOut, Warm White LED, Flood optic



Product code E882

Technical description

Dual optic element, outdoor rectangular, ceiling-mounted luminaire with Warm White LED lamps and a fixed Flood optic. Consists of bear optic element, butcot negative angular, cerimightor thin the with which which within the base are base of a larger hold optic. Consists of an optical assembly (rectangular), an upper base, a glass cover, and a ceriling plate. The optical assembly and upper bases are made of aluminium alloy and are subjected to a multi-step, pre-treatment process, in which the main phases are degreasing, fluorozirconation (a protective surface film) and sealing (with a nano-structured silane layer). The following painting stage consists of a primer and a liquid acrylic paint, cured at 150°C, with a high level of weather and UV ray resistance. AISI 304 stainless steel ceiling fixing plate. The tempered sodium-calcium sealing glass is transparent, with black serigraphy on the edge, 3mm thick and joined to the optical assembly with silicone. There are silicone seals between the upper base and the optical assembly too. Metallised, thermoplastic, high definition optic, integrated in a rear position in the black, anti-glare screen. Single cable entrance via black polyamide PG11 cable clamp, suitable for ø 6.5÷11mm cables. Connection with three fast-coupling terminals. Possibility to use unipolar cables with 2.4÷3.4mm diameter (1-2,5mm²) All external screws used are made of A2 stainless steel.



Total light flux at or above 0 an angle of 90° [Lm]:

Light Output Ratio (L.O.R.) 73

30°

90

[%]:

CBI

Beam angle [°]:

Installation For ceiling-mounting using the special stainless steel plate. Secure using screw anchors for concrete, cement and solid brick.

Weight (Kg) 0.75 Mounting ceiling surface Wiring Complete with built-in electronic ballast (220+240V ac 50/60Hz). Image: Source of the state of	Colour Black / White (47) Grey /	Black (74)						
ceiling surface Wiring Complete with built-in electronic ballast (220+240V ac 50/60Hz). Complete with EN60598-1 and pertinent re K06 IP65 CCC IN INTERPOSE FRE IN INTERPOSE FRE Product configuration: E882 Fechnical data In system: 291 Colour temperature [K]: 3000 W system: 5.7 In source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25°C W source: 4.1 Lamp code: LED								
Complete with built-in electronic ballast (220÷240V ac 50/60Hz). Complies with EN60598-1 and perfinent re Complies with EN60598-1 and perfinent re IK06 IP65 Complies with EN60598-1 and perfinent re Compliance with EN60598-1 and perfinent re Compliance with EN60598-1 and perfinent re Product configuration: E882 Technical data Im system: 5.7 MacAdam Step: 3 Im source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED								
IK06 IP65 ICE Image: Second state sta		ronic ballast	(220÷240V ac	50/60Hz).				
IK06 IP65 ICE Image: Second state sta						Com	plies v	vith EN60598-1 and pertinent regula
CC S FIL IMM V S Imm	\bigcirc							
CC S FIL IMA V Co Image: Content of the second secon	➡ IK06 IP6	5						
Product configuration: E882 Technical data Im system: 291 V system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C) V source: 4.1 Luminous efficiency (Im/W, 51.1 Lamp code:								
Product configuration: E882 Colour temperature [K]: 3000 Im system: 291 Colour temperature [K]: 3000 W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED		2) rnr	-	DAM/			a)
Product configuration: E882 Technical data Im system: 291 Colour temperature [K]: 3000 W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED	(E 300 8	5 EHL	NOM	W.	G	A++	nendi	
Technical data Im system: 291 Colour temperature [K]: 3000 W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED								
Technical data Im system: 291 Colour temperature [K]: 3000 W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED								
In system: 291 Colour temperature [K]: 3000 W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C) W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED	Product configuration: E8	382						
In system: 291 Colour temperature [K]: 3000 W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C) W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED								
W system: 5.7 MacAdam Step: 3 Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C) W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED								
Im source: 400 Life Time LED 1: 50,000h - L90 - B10 (Ta 25° C W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED	Technical data							
W source: 4.1 Ballast losses [W]: 1.6 Luminous efficiency (Im/W, 51.1 Lamp code: LED	Im system:						:	3000
Luminous efficiency (Im/W, 51.1 Lamp code: LED	Im system: W system:	5.7			MacAdam	Step:		3
	Im system: W system: Im source:	5.7 400			MacAdam Life Time	Step: LED 1:		3 50,000h - L90 - B10 (Ta 25°C)
real value): Number of lamps for optical 1	Im system: W system: Im source: W source:	5.7 400 4.1			MacAdam Life Time Ballast los	Step: LED 1: sses [W]:		3 50,000h - L90 - B10 (Ta 25°C) 1.6
Im in emergency mode: - assembly:	Im system: W system: Im source: W source: Luminous efficiency (Im/W	5.7 400 4.1			MacAdam Life Time Ballast los Lamp cod	ED 1: LED 1: Sses [W]: e:		3 50,000h - L90 - B10 (Ta 25°C) 1.6 LED

ZVEI Code:

assemblies:

Number of optical

Ambient operating

temperature range

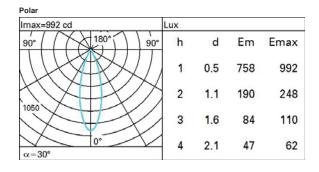
LED

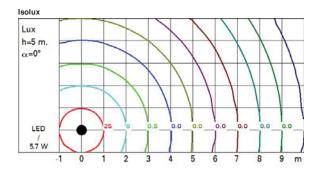
from -20°C to +35°C. (*)

* Preliminary data









Corre	ected UC	GR value:	s (at 400	Im bare	lamp lui	mino us f	lux)				
Rifle	ct.:										
ce il/c	av	0.70	0.70	0.50	0.50	0.30	0.70	0.70	0.50	0.50	0.30
walls		0.50	0.30	0.50	0.30	0.30	0.50	0.30	0.50	0.30	0.30
work	pl.	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.2
Roon	n dim			viewed					viewed		
x	У			crosswis	е				endwise		
2H	2H	-2.4	-1.9	-2.1	-1.6	-1.4	-2.4	-1.9	-2.1	-1.6	-1.
	зн	-2.4	-1.9	-2.1	-1.7	-1.4	-2.5	-2.0	-2.2	-1.7	-1.
	4H	-2.4	-2.0	-2.1	-1.7	-1.4	-2.5	-2.1	-2.2	-1.8	-1.
	6H	-2.4	-2.0	-2.1	-1.7	-1.4	-2.6	-2.2	-2.2	-1.9	-1.
	HS	-2.4	-2.0	-2.1	-1.7	-1.4	-2.6	-2.2	-2.3	-1.9	-1.
	12H	-2.4	-2.0	-2.0	-1.7	-1.3	-2.7	-2.3	-2.3	-2.0	-1.
4H	2H	-2.5	-2.1	-2.2	-1.8	-1.5	-2.4	-2.0	-2.1	-1.7	-1
	ЗH	-2.5	-2.1	-2.1	-1.8	-1.4	-2.5	-2.1	-2.1	-1.8	-1.
	4H	-2.5	-2.2	-2.1	-1.8	-1.4	-2.5	-2.2	-2.1	-1.8	-1.
	6H	-2.5	-2.2	-2.1	-1.8	-1.4	-2.6	-2.3	-2.1	-1.9	-1.
	BH	-2.4	-2.2	-2.0	-1.8	-1.3	-2.6	-2.3	-2.1	-1.9	-1.
	12H	-2.4	-2.2	-2.0	-1.7	-1.3	-2.6	-2.4	-2.2	-1.9	-1.
вн	4H	-2.6	-2.3	-2.1	-1.9	-1.5	-2.4	-2.2	-2.0	-1.8	-1.
	6H	-2.5	-2.3	-2.0	-1.8	-1.4	-2.4	-2.2	-2.0	-1.8	-1.
	HS	-2.4	-2.3	-2.0	-1.8	-1.3	-2.4	-2.3	-2.0	-1.8	-1.
	12H	-2.4	-2.2	-1.9	-1.7	-1.2	-2.4	-2.3	-1.9	-1.8	-1.
12H	4H	-2.6	-2.4	-2.2	-1.9	-1.5	-2.4	-2.2	-2.0	-1.7	-1.
	6H	-2.5	-2.3	-2.0	-1.9	-1.4	-2.4	-2.2	-1.9	-1.7	-1.
	BH	-2.4	-2.3	-1.9	-1.8	-1.3	-2.4	-2.2	-1.9	-1.7	-1.
Varia	tions wi	th the ol	oserverp	osition	at spacin	ig:					
S =	1.0H		5	5 / -4	.3			5	5.5 / -4.	3	
	1.5H		8	2 / -4	8			8	3.2 / -4.	8	
	2.0H		1	0.2 / -5	.0			1	0.2 / -5	.0	

E882_EN 2 / 2



JA8-2019 INDICATED BY SHADING

2 SERIES HAL DEEP REGRESS

Our smallest aperture family of pin-hole fixtures offers high-output illumination for high-drama design statements in discerning residential, retail, and hospitality environments.

ORDERING INFORMATION

PROJECT NAME: TYPE:

FITTING RATING	FLANGE FINISH	INSTALL TYPE	CEILING THICKNESS	POWER SUPPLY	EFFECTS DEVICE	FLANGE CONFIGURATION	WATTAGE RESTRICTION
2RD Round 1 Dry / Damp 2PD Round 2 Wet * 2SD Square *ILens saled in place)	 WH White BK Black AU Cashmere Gold AG Satin Silver PR Primer AB Architectural Bronze BB Burnt Bronze S Stainless Steel* "Increased Lead time] IG Industrial Gray PB Polished Bronze* "Increased Lead time] MB Matte Bronze* "Increased Lead time] CH Chrome* "Increased Lead time] CF Custom* 	Plenum*	- 1 0.50°-0.75° 2 0.76°-1.25° 3 1.26°-2.00° 4 2.01°-3.00°	Domestic (120V) EZ2 ELV/0-10V* ''37W max Halogen, 15W max LED, ships with MR16 socket, TL24.A8- 2016 complaint when used with 7.5W or 9W Wrid Series Soraa lamp) OT2 Q-Tran / Toroid * ''37W max Halogen, 15W max LED, ships with MR16 socket, TL24.A8- 2016 complaint when used with 7.5W or 9W Wrid Series Soraa lamp) MVH Mains Voltage Halogen * ''Ships with MR16 socket, TL24.J88- 2016 complaint when used with 7.5W or 9W Wrid Series Soraa lamp) MVH Mains Voltage Halogen * ''Ships with GU19 socket, power supply not provided)	Standard Effects Device 04 Soft Focus Lens 00 No Lens * *(Not available for wet location) 01 Linear Spread Lens 02 Honeycomb Louver * *(Not available for wet location) 03 Clear Glass Lens 05 Frosted Glass Lens 09 Ultra Violet Lens 26 Frosted Linear Spread Lens * *(Not available for wet location)	 F Flange Overlay [No Applique] G Zero Sightline - Gypsum [1/16' Applique]* *(Not available for wet tocation) P Zern Sightline - Plaster (1/8' Applique)* *(Not available for wet location) 	Optional Label WRL** Wattage Restriction Label Ex. For 9 Watt maximum Vatagel Ex. For 9 Watt maximum Label, specify WRL097 Leave blank unless specifying optional configuration

		100				and the second		日本		
(WH) White Powder Coat	(BK) Black Powder Coat	(AU) Cashmere Gold Powder Coat	(AG) Satin Silver Powder Coat	(AB) Architectural Bronze Powder Coat	(BB) Burnt Bronze Powder Coat	(SS) Stainless Steel	(IG) Industrial Gray	(PB) Polished Bronze	(MB) Matte Bronze	(CH) Chrome

ACCESSORIES

ALTERNATE EFFECTS DEVICES

LSL-2 Linear Spread Lens HCL-2 Honeycomb Louver* *(Not available for wet location) CGL-2 Clear Glass Lens □ SFL-2 Soft Focus Lens □ FGL-2 Frosted Glass Lens □ UVL-2 Ultra Violet Lens □ FLSL-2 Frosted Linear Spread Lens* *(Not available for wet location) ROUTER TOOL GUIDE [Dry / Damp locations only] Recommended for Zero-Sightline installations in wood ceilings. DLA-RTG-2S-RD Tool, router guide, round; reusable DLA-RTG-2S-SQ Tool, router guide, square; reusable

EMERGENCY LIGHTING - REMOTE MOUNT ONLY

During disruption of main power, emergency battery inverter provides temporary 120V or 277V to fixture.

 □ EMB-S-20/25-120/277-LEDX
 20,

 □ EMB-S-100-120-LEDX
 10

 □ EMB-S-100-277-LEDX
 10

 □ EMB-S-250-120/277-LEDX
 25

20/25 watt max capacity, 120 or 277 VAC 60Hz, Non-Dinmable 100 watt max capacity, 120 VAC 60Hz, Dinmable 100 watt max capacity, 277 VAC 60Hz, Dinmable 250 watt max capacity, 120 or 277 VAC 60Hz, Dinmable



luciferlighting.com

©2020 Lucifer[®] Lighting Company As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice. [PH] +1-210-227-7329 pg. 1 [FAX] +1-210-227-4967

nited



24

2 SERIES HAL DEEP REGRESS

SORAA VIVID SERIES MR-16 LED LAMPS

□ S-SM16-07-25D-927-03	7.5W, 95CRI, 2700K, 10° Spot 7.5W, 95CRI, 2700K, 25° Medium Flood 7.5W, 95CRI, 2700K, 36° Flood
□ S-SM16-07-25D-930-03	7.5W, 95CRI, 3000K, 10° Spot 7.5W, 95CRI, 3000K, 25° Medium Flood 7.5W, 95CRI, 3000K, 36° Flood

SORAA BRILLIANCE SERIES MR-16 LED LAMPS

□ S-SM16-07-25D-827-03	7.5W, 80CRI, 2700K, 10° Spot 7.5W, 80CRI, 2700K, 25° Medium Flood 7.5W, 80CRI, 2700K, 36° Flood
□ S-SM16-07-25D-830-03	7.5W, 80CRI, 3000K, 10° Spot 7.5W, 80CRI, 3000K, 25° Medium Flood 7.5W, 80CRI, 3000K, 36° Flood

9W, 95CRI, 2700K, 25° Medium Flood 9W, 95CRI, 2700K, 36° Flood	
9W, 95CRI, 3000K, 25° Medium Flood 9W, 95CRI, 3000K, 36° Flood	

NOTE: 9W Soraa MR-16 LEDs not for use with lens or Wet location fixtures

	9W, 80CRI, 2700K, 25° Medium Flood 9W, 80CRI, 2700K, 36° Flood	
	9W, 80CRI, 3000K, 25° Medium Flood 9W, 80CRI, 3000K, 36° Flood	
NOTE: 9W Soraa MR-16 LEDs not for use with lens or Wet location fixtures		

MR-16 HALOGEN LAMPS

□ 12-20-HL-SP □ 12-20-HL-MF □ 12-20-HL-FL	20W Halogen 12° Spot 20W Halogen 15° Medium Flood 20W Halogen 25° Flood
□ 12-20-HRIR-MF □ 12-20-HRIR-FL	20W IR Halogen 10° Spot 20W IR Halogen 25° Medium Flood 20W IR Halogen 35° Flood 20W IR Halogen 60° Wide Flood
□ 12-37-HRIR-MF □ 12-37-HRIR-FL	37W IR Halogen 10° Spot 37W IR Halogen 25° Medium Flood 37W IR Halogen 35° Flood 37W IR Halogen 60° Wide Flood

LIGHTING COMPANY

luciferlighting.com

©2020 Lucifer® Lighting Company As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice. [PH] +1-210-227-7329 pg. 2 [FAX] +1-210-227-4967



2 SERIES LED DEEP REGRESS

DOWNLIGHT

Die-cast deep baffle minimizes aperture glare and conceals view into housing; black finish standard.

ADJUSTABLE YOKE

Adjustable yoke allows for quick exchange of lamp and effects devices. Accommodates up to 2 effects devices.

B EFFECTS DEVICES

Soft Focus Lens standard; effects device must be specified. Lens is sealed in aperture in Wet location trim. Secondary effects device available.

G TRIM PLATE

Wet location features integral silicone gasket.

- Dry / Damp Location: Thickness measures 0.065"
- Wet Location: Sealed aperture and integral silicone gasket. 0.15"return, installed as flange overlay only.

D DOWNLIGHT TRIM ADAPTER

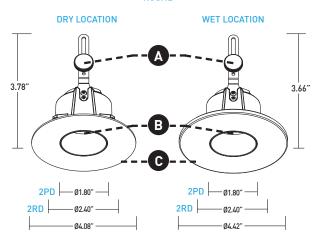
Included with fixture and required for installation. Uses (2) #6-32 flat-head screws with varying lengths to accommodate ceiling depth. Installed after ceiling is complete. Requires 3.75" cutout for flange overlay applications.

1 RETENTION

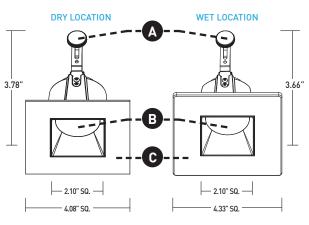
Engineered integral ball plungers correspond to trim adaptor ensuring snug fit against finished ceiling.

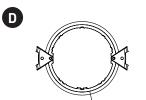
DIMENSIONS / DRAWINGS

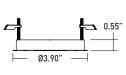
ROUND



SQUARE









Ø3.60"

luciferlighting.com

©2020 Lucifer® Lighting Company As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice. [PH] +1-210-227-7329 pg. 3 [FAX] +1-210-227-4967



2 SERIES HAL DEEP REGRESS

HOUSING

- Θ NO INSULATION CONTACT (NON-IC) HOUSING
- Included with NC install types.
- Minimum 0.50" setback from combustible and non-combustible materials on all sides and top of housing.
- Minimum 3.00" setback from insulation material having max R-Value 30 on all sides and top of housing.
- Minimum 6.00" setback from polycell spray foam insulation having max R-Value 60.
- INSULATION CONTACT (IC) HOUSING Ø
- Included with AT and IC install types
- No setback from polycell spray foam insulation having max R-Value of 60 on all sides and top of IC housing.

HOUSING / MOUNTING NOTES

- AT install type is required for Chicago Plenum, Airtight and Title 24 (JA8) applications.
- Do not install in environments where ambient temperatures exceed 40°C (104°F).
- Power supply compartment and all splice connections may be serviced from room side.
- Consult factory for spacing requirements for any installations exceeding R-Value 60.
- Hanger bars fitted to short side of housing, and long side of Low Flux housings; extend from 14.0" to 24.0", but may be field cut to accommodate narrow stud spacing. Hanger bars and brackets add 4.00" to the overall dimension, but
- are exclusive of the setback requirements.
- Driver assembly ships with trim, not housing. Housing and trim feature mating quick-connect plugs for ease of installation.

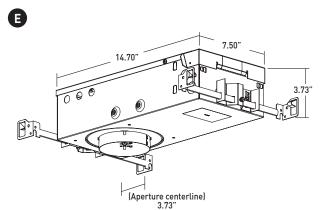
ZERO-SIGHTLINE INSTALLATIONS

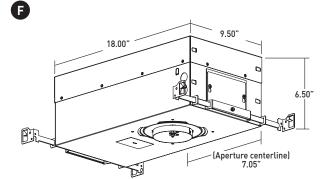
Zero-Sightline installations available for Dry / Damp location fixtures only. When installed according to manufacturer's instructions and ceiling conditions are met, fixture is flush with the ceiling plane. Consult 2-Series Installation Guidelines for appropriate ceiling cutouts and instructions for proper Zero-Sightline installations.

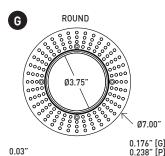
APPLIQUÉ G

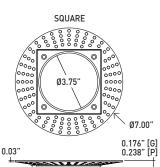
- Specified on Flange Configuration and ships with housing; ships separately on remodel installations.
- For use in sheetrock ceiling applications.
- 1/16" Appliqué (G Flange Configuration) recommended for gypsum ceiling installations and has plaster stop thickness of 1/16".
- Recommended for painted ceiling applications. 1/8" Appliqué (P Flange Configuration) offers double thick plaster stop of 1/8" where a heavier application of mud is preferred. Recommended for colorfast and venetian plaster applications.
- Not recommended for stucco applications.
- ROUTER TOOL GUIDE 0
- Specified separately and used with Flange Overlay configurations.
- For use in wood ceiling applications. DLA-RTG-2S-RD or DLA-RTG-2S-SQ required for wood Zero-
- Sightline ceiling installations. Router tool guide is reusable and suitable for multiple fixtures.









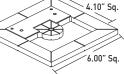












ᅴᄃᆘ

luciferlighting.com

©2020 Lucifer[®] Lighting Company As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice

6.00" Sq.

[PH] +1-210-227-7329 pg. 4 [FAX]+1-210-227-4967

nited

[DATE OF REV: 040320] CYRUS RESTAURANT 2.0 exterior schematic design 04.21.2020



2 SERIES HAL DEEP REGRESS

TECHNICAL

CONSTRUCTION

Downlight: Steel and aluminum; Painted finishes are granulated powder coat.

Trim Adaptor: High impact composite and stainless steel. Housing: Steel and aluminum. Appliqué: Zinc alloy.

LAMP

MR-16 halogen and LED; 12-volt GU5.3 base and line / mains GU10 base. To ensure optimal results, it is recommended to specify lamps supplied by Lucifer Lighting. Note: MR-16 LED lamps, other than those listed, must be independently confirmed as compatible by the corresponding lamp manufacturer. Consult factory for assistance.

DIMMING PROTOCOL

Best achieved using a corresponding reverse phase control for power supplies designated EZ2" outfitted with electronic transformers and a forward phase control for power supplies designated "QT2" outfitted with toroid magnetic transformers. Compatibility and performance may vary between controls and applied loads.

WARNING: PHASE ADAPTIVE DIMMING MUST BE LOCKED AS FORWARD PHASE TO AVOID CATASTROPHIC FAILURE OF TOROID TRANSFORMERS.

LISTING

cTUVus listed to UL1598 Dry / Damp and Wet locations. Chicago Plenum, Airtight and Title 24 JA8-2019 Listed.

TITLE 24 JA8-2019 COMPLIANCE

Fixtures outfitted with any Vivid Series Soraa lamp (7.5W or 9W) are approved for TL24 JA8-2019.

WARRANTY

Manufacturer's 1-year warranty, from the date of shipment by Seller, on all Lucifer Lighting provided system components. Consult website for full warranty terms and conditions. Lamps not covered under warranty.

CHANGE LOG

1.04/03/2020: UPDATED FIXTURE HEIGHT MEASUREMENT. 2.02/10/2020: ADDED CHICAGO PLENUM TO AT HOUSING DESCRIPTION

JCIFER® **ICOMPAN** [DATE OF REV: 040320] **CYRUS RESTAURANT 2.0**

04.21.2020

luciferlighting.com

©2020 Lucifer[®] Lighting Company

As part of its policy of continuous research and product development, the company

reserves the right to change or withdraw specifications without prior notice



pa. 5

[PH] +1-210-227-7329

[FAX]+1-210-227-4967

Parking

The project was analyzed to determine whether the proposed parking supply would be sufficient for the anticipated demand even during maximum occupancy of the restaurant. The project site as proposed would provide 69 on-site parking spaces, three of which would be accessible spaces and four of which would be covered, and 68 additional on-site valet parking spaces for a total supply of 137 parking spaces.

Parking supply requirements for the County of Sonoma are related to the area of a building and are based on the County's Code of Ordinances, Article 86 Section 26-86-010, Required Parking. Per the County Code, the caretaker unit must have one covered space, the work/live units would be required to have parking at a rate of two spaces per unit, and the restaurant would need one parking space for every 60 square feet of dining area. Because the County Code does not indicate parking requirements for lounges, the parking requirement for the restaurant was applied to the 1,078 square-foot lounge. With the addition of this space to the 1,166 square-foot main dining room, 274 square-foot private dining room, 562 square-foot dining-in-kitchen area, and 149 square-foot dining feature room, the total square footage of the restaurant and lounge applied to the parking analysis is 3,229 square feet. Overall, these parking requirements translate to a required supply of 61 spaces. The proposed permanent on-site parking supply of 69 spaces would therefore exceed the County requirement by eight parking spaces.

The anticipated peak parking demand during the proposed maximum occupancy of 200 guests was also estimated using standard rates published by ITE in *Parking Generation*, 5th Edition, 2019. The parking demand of the restaurant and the lounge were estimated using the published standard rates for "Quality Restaurant" (ITE LU #931) as the manual does not include parking demand rates for lounges. The expected peak parking demand for the proposed project is 104 parking spaces; therefore, the total proposed parking supply would exceed the peak demand with a surplus of 33 valet parking spaces. A summary of the parking analysis is indicated in Table 1.

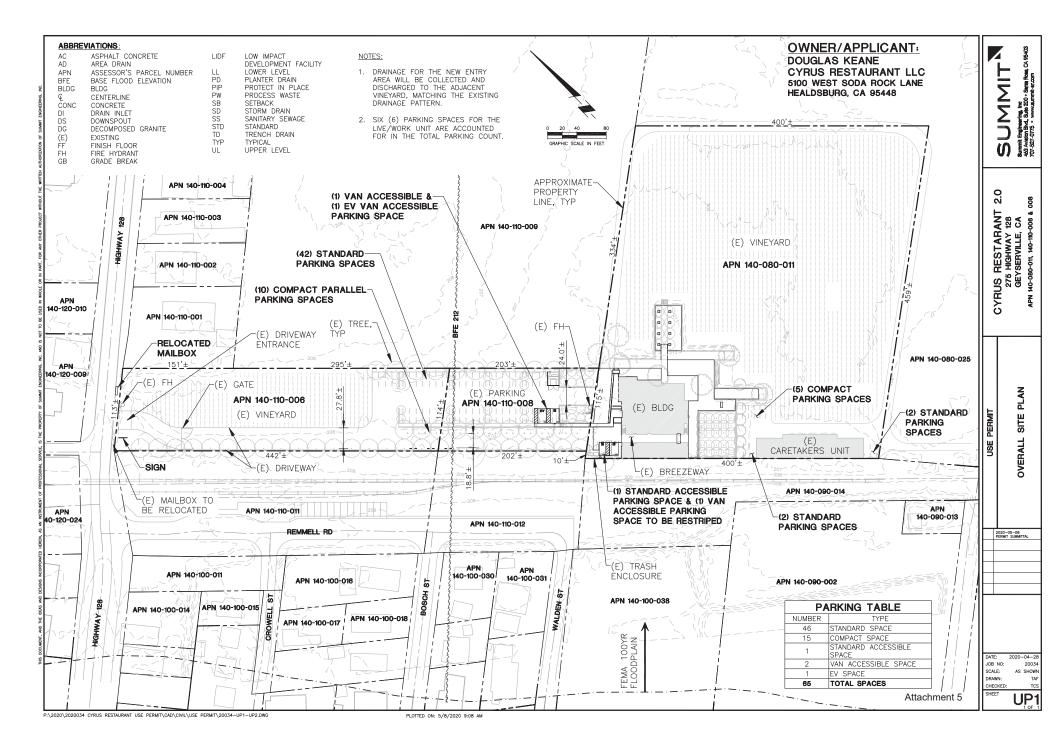
Table 1 – Parking Analysis			
Land Use	Units	Rate	Parking Spaces
County Required Parking			
Single-Family Dwellings	1 du	1 covered space/unit	1
Work/Live Units	3 du	2 spaces/unit	б
Restaurants	3.229 ksf	1 space/60 sf dining area	54
County Required Parking Total		<i>v</i>	61
ITE Parking Demand Estimate			
Quality Restaurant	200 seats	0.52 space/seat	104
Proposed Parking Supply			
Covered Caretaker Spaces			4
Work/Live Spaces			6
Restaurant/Lounge Spaces			59
On-Site Valet Parking Spaces			68
Total Proposed Parking Supply			137

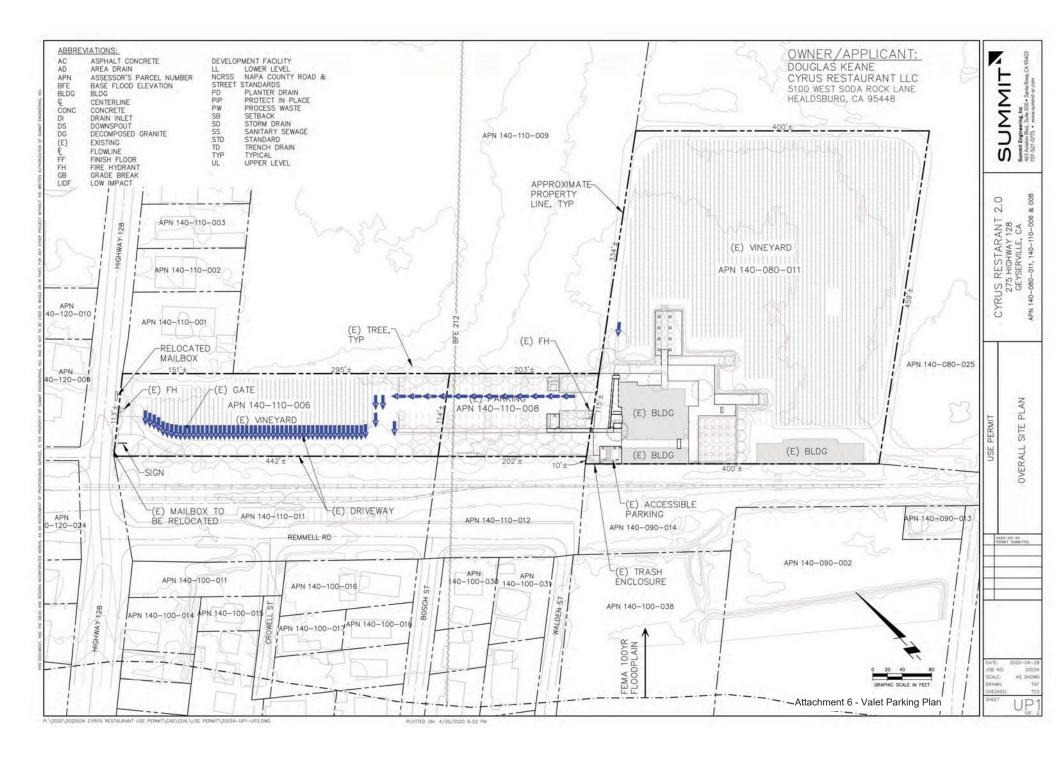
Notes: ksf = 1,000 square feet; sf = square foot; du = dwelling unit

The proposed parking supply for the project is sufficient whether determined based on the square footage of the restaurant and lounge area or the building's maximum occupancy.

Finding – The proposed parking supply would be adequate based on County standards and would accommodate the anticipated peak parking demand.









Guarantee

CLTA Guarantee Form No. 28 -Condition of Title ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 5026900-6206653

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Alfren

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

© California Land Title Association. All rights reserved. The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses prohibited. Reprinted under license or express permission from the California Land Title Association.

Form 5026900 (1-29-15)	Page 1 of 9	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

- The following terms when used in the Guarantee mean:
- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding. 4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- In addition, the Assured may reasonably be required b. to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

Options to Pay or Otherwise Settle Claims: Termination of Liability. In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).



First American Title ISSUED BY First American Title Insurance Company

GUARANTEE NUMBER

5026900-6206653

Schedule A

File No.: 6206653

Guarantee No. 6206653

Amount of Liability: \$2,500.00

Date of Guarantee:March 23, 2020 at 7:30 A.M. Fee: \$1,300.00

1. Name of Assured:

Carle, Mackie, Power & Ross LLP

2. The estate or interest in the Land which is covered by this Guarantee is:

FEE

3. The Land referred to in this Guarantee is described as follows:

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE: [APN: 140-110-006]

BEGINNING AT AN IRON PIN DRIVEN IN THE SOUTH LINE OF THE MAIN COUNTY ROAD LEADING THROUGH GEYSERVILLE ACROSS RUSSIAN RIVER, SAID POINT BEING THE WEST CORNER OF THE REMMEL TRACT OF LAND, AND 40 FEET DISTANT FROM THE CENTER OF THE MAIN TRACT OF THE NORTHWESTERLY PACIFIC RAILROAD COMPANY; THENCE RUNNING NORTH 48° 20' EAST 113 FEET TO THE WEST CORNER OF THE FRANK BURR PROPERTY, ON THE BEFORE MENTIONED ROAD; THENCE SOUTH 47° 30' EAST, 9.60 CHAINS TO THE LOT OWNED BY THE GEYSERVILLE PRUNE GROWERS ASSOCIATION; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE LINE OF THE SAID PRUNE GROWERS LOT, 113 FEET TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY; THENCE NORTH 47° 30' WEST ALONG THE SAID RAILWAY RIGHT-OF-WAY 9.60 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PARCEL OF LAND CONVEYED BY GEORGE E. REMMEL AND OTHERS TO THE FISCHER-MERRITT COMPANY, DATED JULY 28, 1903, AND RECORDED AUGUST 1, 1903 IN BOOK 206 OF DEEDS AT PAGE 621, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PARCEL OF LAND CONVEYED BY GEORGE E. REMMEL TO THE PIONEER FRUIT COMPANY, A CORPORATION, DATED APRIL 2, 1924 AND RECORDED MAY 1, 1924 IN <u>BOOK 77 OF OFFICIAL RECORDS, AT PAGE 163</u>, RECORDER'S SERIAL NO. 36059, SONOMA COUNTY RECORDS.

PARCEL TWO: [APN: PORTION 140-110-008]

ALL THOSE CERTAIN LANDS DESCRIBED IN THAT DEED FROM GEORGE E. REMMEL, ET AL, AS THE

Form 5026900 (1-29-15)	Page 5 of 9	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)

PARTIES OF THE FIRST PART TO THE FISHER-MERRITT COMPANY, AS THE PARTY OF THE SECOND PART AND RECORDED ON AUGUST 1, 1903 IN <u>BOOK 206 OF DEEDS AT PAGE 621</u>, SONOMA COUNTY RECORDS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE LANDS OF THE FIRST PARTIES HERETO, WHERE THE SAME INTERSECTS THE LAND OF EDWARD WALDEN, FORMERLY THE HAMILTON TRACT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE SAN FRANCISCO AND NORTH PACIFIC RAILROAD, A DISTANCE OF 101 FEET; THENCE AT RIGHT ANGLES, EASTERLY, A DISTANCE OF 113 FEET; THENCE AT RIGHT ANGLES, SOUTHERLY, TO THE BOUNDARY LINE BETWEEN THE LANDS OF EDWARD WALDEN, AND THE FIRST PARTIES HERETO; THENCE WESTERLY ALONG SAID BOUNDARY LINE, TO THE POINT OF BEGINNING, BEING A PORTION OF THE TZABACO RANCHO.

PARCEL THREE: [APN: PORTION 140-110-008]

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWESTERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, SAID POINT BEING THE SOUTHWEST CORNER OF THE LANDS OF GEORGE REMMEL AND BEING 533.6 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE SOUTH LINE OF THE ROAD KNOWN AS DEPOT STREET OR RIVER ROAD, RUNNING FROM GEYSERVILLE TO THE RUSSIAN RIVER, WITH THE EASTERLY LINE OF THE SAID RAILROAD RIGHT-OF-WAY; THENCE FROM SAID POINT OF COMMENCEMENT, SOUTHEASTERLY, AND ALONG THE EASTERLY LINE OF RAILROAD RIGHT-OF-WAY, A DISTANCE OF 100 FEET; THENCE IN AN EASTERLY DIRECTION, AND ALONG THE NORTHERLY LINE OF THE LOT FORMERLY OWNED BY THE GEYSERVILLE PRUNE GROWERS ASSOCIATION, A DISTANCE OF 113 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF THE RAILROAD RIGHT-OF-WAY, A DISTANCE OF 100 FEET; THENCE WESTERLY IN A DIRECT LINE, A DISTANCE OF 113 FEET TO THE POINT OF COMMENCEMENT.

PARCEL FOUR: [APN: 140-080-011]

BEGINNING AT THE SOUTH CORNER OF THE PROPERTY OF LAWRENCE C. SMITH, SAID CORNER BEING MARKED BY AN IRON PIPE AS SHOWN IN A RECORD OF SURVEY FILED IN <u>BOOK 51 OF</u> <u>MAPS, AT PAGE 43</u>, SONOMA COUNTY RECORDS; THENCE SOUTH 51° 35' WEST, 114.5 FEET TO AN IRON PIPE DRIVEN IN THE NORTHEASTERLY LINE OF THE NORTHWESTERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY; THENCE CONTINUING SOUTH 51° 35' WEST 10.1 FEET TO AN IRON PIPE SET IN SAID RAILROAD RIGHT-OF-WAY AT AN ANGLE POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY SOUTH 47° 01' EAST 400 FEET TO AN IRON PIPE; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 51° 35' EAST 458.7 FEET TO AN IRON PIPE; THENCE NORTH 47° 01' WEST 400 FEET TO AN IRON PIPE; THENCE SOUTH 51° 35' WEST 334.1 FEET TO THE POINT OF BEGINNING.

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

275 HIGHWAY 128, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Form 5026900 (1-29-15) Page 6 of 9	
------------------------------------	--



 First American Title
 CLTA Guarantee Form No. 28

 Condition of Title

 Issued BY

 First American Title Insurance Company

 GUARANTEE NUMBER

 5026900-6206653

Schedule B

File No.: 6206653

- 1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
- 2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 3. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : John D. Bosch For : Right of way for drainage pipe Recorded : in <u>Book 1 of Bonds and Agreements, Page 6</u>

The present ownership of said easement and other matters affecting the Interests thereto, if any, are not shown herein.

4. An easement for Utiliites and maintenance and incidental purposes, recorded May 25, 1908 in <u>Book 249 of</u> <u>Deeds, Page 14</u>.

In Favor of: Snow Mountain Water and Power Company Affects: As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

5. An easement for Sanitary sewer line, ingress and egress and incidental purposes, recorded October 9, 1979 as <u>Book 3635, Page 310</u> of Official Records.

In Favor of: County of Sonoma Affects: As described therein

 An easement for Right to enter and shut off sewer and incidental purposes, recorded July 2, 1982 as Instrument No. <u>82-35660</u> of Official Records. In Favor of: County of Sonoma

Affects: As described therein

7. The effect of a map purporting to show the land and other property, filed September 29, 2003 in <u>Book</u> <u>655, Page 9</u> of Record of Surveys.

Form 5026900 (1-29-15) Page 7 of 9	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)
------------------------------------	---

8. An easement for Sewer line and incidental purposes, recorded November 25, 2003 as Instrument No. <u>2003245184</u> of Official Records.

In Favor of:	Sonoma County Water Agency, on behalf of the Geyserville
	Sanitation Zone
Affects:	As described therein

Terms and provisions contained in the above document.

- 9. An easement for Vehicular ingress and egress and parking and incidental purposes in the document recorded December 22, 2008 as Instrument No. <u>2005188309</u> of Official Records.
- 10. An easement for Permanent telecommunications and incidental purposes, recorded August 19, 2013 as Instrument No. <u>2013084842</u> of Official Records.

In Favor of:	Sprint Communications Company L.P., et al
Affects:	As described therein

The location of the easement cannot be determined from record information.

Terms and provisions contained in the above document.

11. A Deed of Trust to secure an original indebtedness of \$500,000.00 recorded February 9, 2018 as Instrument No. 2018009144 of Official Records.

Dated:	February 6, 2018
Trustor:	T Okaya, LLC., a California limited liability company, as to an
	undivided 25% interest
Trustee:	Old Republic Title Company, a California corporation
Beneficiary:	275 Highway 128, LLC., a California limited liability company

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

The effect of a document entitled "Substitution of Trustee and Deed of Reconveyance", recorded February 05, 2020 as Instrument No. <u>2020-8637</u> of Official Records.

Note: The Company will require satisfactory proof of full payment of the debt secured by said mortgage or deed of trust prior to removing this exception or insuring the contemplated transaction.

Form 5026900 (1-29-15)	Page 8 of 9	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)

- 12. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
- 13. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
- 14. Water rights, claims or title to water, whether or not shown by the Public Records.
- 15. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.

(Affects PARCELS ONE THRU THREE)

16. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.

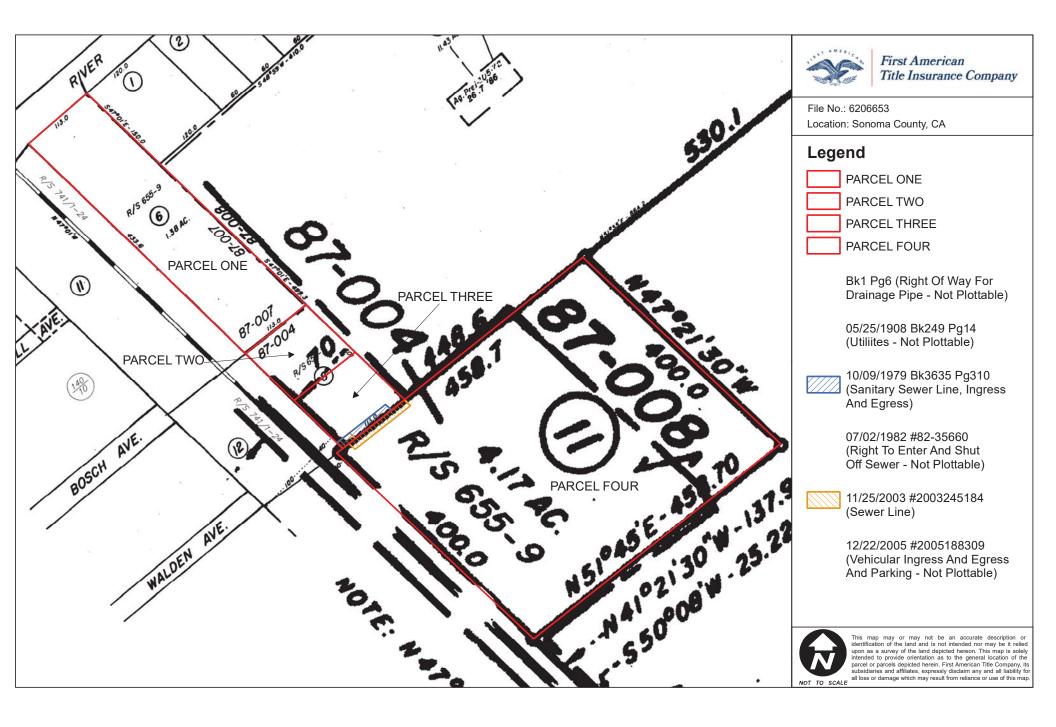
(Affects PARCELS ONE THRU THREE)

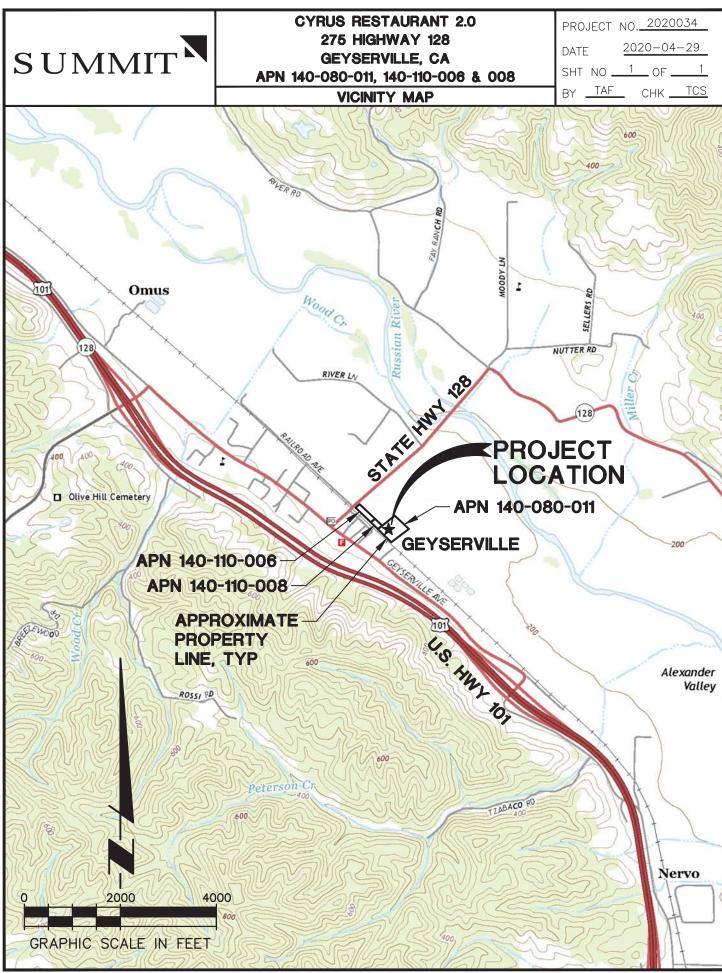
17. Any claim that any portion of the land is or was formerly tidelands or submerged lands.

(Affects PARCELS ONE THRU THREE)

18. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

Form 5026900 (1-29-15)	Page 9 of 9	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)
------------------------	-------------	---





Attachment 8

CYRUS RESTAURANT 2.0 NOISE AND VIBRATION ASSESSMENT APNs 140-110-006, 140-110-008, 140-080-011

275 Highway 128, Geyserville, Sonoma County, California

May 8, 2020

Prepared for:

Tania Schram, P.E., LEED AP Summit Engineering, Inc. 463 Aviation Blvd., Suite 200 Santa Rosa, CA 95403

Prepared by:

Michael S. Thill



 Acoustics • Air Quality

 429 E. Cotati Avenue

 Cotati, CA 94931

 (707) 794-0400

Project: 20-048

Table of Contents

Introduction	2#
Project Description	2#
Noise Analysis Study Area	
Existing Noise Environment	
Regulatory Criteria	
Noise Impact Analysis	
Cumulative Noise Environment	
CEQA Initial Study Checklist Questions	12#
Summary/Conclusions	

Introduction

This report summarizes the assessment of noise attributable to the proposed project with respect to the regulatory criteria established by the Sonoma County General Plan and the Sonoma County Guidelines for the Preparation of Noise Analysis. The report first describes the project and then summarizes existing noise levels in the project vicinity. The applicable regulatory criteria used in the assessment are described, followed by evaluations of project-generated noise levels. A brief discussion of the fundamentals of environmental noise and groundborne vibration is presented in Appendix A for those unfamiliar with acoustical terms or concepts. Appendix B contains figures that display the long-term noise data collected to establish existing noise levels at receptors in the project vicinity. In summary, project operations would not result in significant noise impacts on residential land uses in the project vicinity and mitigation measures are not required.

Project Description

The proposed project consists of a new restaurant and a 1,078 square-foot lounge area that would be open to the public. The project proposes to convert the existing ground floor office space of the building into a restaurant containing kitchens, guest dining areas, lounge and associated restrooms, staff room, and accessory storage areas. There will be no changes to the existing building footprint or the upper floors (containing work/live units).

The westerly 1,800 square foot portion of the building is separated by a gravel breezeway and will be connected to the larger portion of the building by a new five-foot wide covered path. This covered path will provide staff with sheltered access between the two portions of the building.

The existing primary entries are through three doors in the breezeway. These entrances will remain, to provide access to the elevator serving the Work/Live units and restaurant/kitchen access for deliveries and staff. A new entry is added to the north elevation of the building to provide a main entry for guests with direct access from the parking lot. An existing door will remain on the east side of the building and new windows will be cut into the mid-section of the eastern façade to provide better views of vineyards to the east. A new slider will be installed at the northeast corner of the building to provide access from the Lounge to the exterior. No other changes to the exterior of the building are proposed.

The three existing second floor work/live spaces, and the existing caretaker residence, will remain unchanged.

The restaurant currently plans to have three 12-person dinner seatings per evening in the main dining room. Dinner guests will first go to the lounge for cocktails/champagne, then move to a separate area of the restaurant for tastings prepared in front of the guests, and then on to the main dining room for the rest of their meal.

During regular service, all restaurant service will occur indoors. There will be no outside dining tables.

The Lounge area is located at the north end of the building adjacent to the new entry and will be open to the general public for beverages and *a la carte* dining. Approximately 60 customers per day are expected to dine *a la carte* in the Lounge.

This project seeks a use permit for a maximum number of 200 onsite restaurant guests at one time.

An anticipated maximum of 25 staff will be on site at one time.

Restaurant/Lounge Hours of Operation: Primary staff hours: 6:00 a.m. - 2:30 a.m. Lounge: open to the public from 11:00 a.m. to 2:00 a.m. Restaurant: Reservation seatings typically from 5:00 p.m. to the last reservation at 10:00 p.m. Private functions: 8 a.m. to 11:30 p.m.

Noise Analysis Study Area and Purpose

The project site is located at 275 Highway 128 in Geyserville, unincorporated Sonoma County, California. The proposed restaurant would be accessed from Highway 128 via a driveway that parallels the railroad tracks and Remmel Road to the southwest. The restaurant itself is bordered by vineyards to the east, residential land uses along Highway 128 to the northwest, and industrial and residential land uses along Remmel Road to the south and southwest, respectively. Figure 1 is an aerial image showing the noise monitoring locations selected during the noise survey and the nearest residential receptor locations analyzed for potential noise impacts.

The purpose of this study is to assess potential noise impacts upon the nearby residences due to the construction and operation of the project.

FIGURE 1 Aerial Image Showing Project Site, Noise Monitoring Locations, and Nearby Land Uses



Source: Google Earth, April 2020.

Existing Noise Environment

Illingworth & Rodkin, Inc. (I&R) quantified the existing noise environment in the project vicinity through a noise monitoring survey between Thursday, March 12, 2020 and Tuesday, March 17, 2020¹. Two long-term noise measurements were made to quantify the daily trend in noise levels at the nearest residential receptors (LT-1 and LT-2) and a short-term noise measurement (ST-1) was made to quantify ambient noise levels and categorize sources of noise during the afternoon. Noise measurement locations representing the nearest noise-sensitive land uses are indicated on Figure 1. Noise measurements were made using Larson-Davis Laboratories precision Type 1 sound level meters fitted with ½-inch pre-polarized condenser microphones and windscreens. The sound level meters were calibrated before and after installation with an LDL acoustical calibrator. Weather conditions were generally good for the purposes of noise monitoring.

Long-term noise measurement LT-1 was made along the east boundary of the site adjacent to the residence nearest the project driveway and Highway 128. Noise levels measured at this location were primarily the result of traffic along Highway 128 and were representative of the adjacent residential outdoor use area. Appendix B contains graphical summaries of the noise data collected at Site LT-1. A review of these data indicates that hourly equivalent noise levels (L_{eq}) typically ranged from 44 to 57 dBA L_{eq} during proposed hours of operation. The calculated day-night average noise level ranged from 55 to 57 dBA L_{dn} .

¹ This was prior to the institution of Sonoma County's "shelter at home" order.

The second long-term noise measurement (LT-2) was made to represent the noise environment at the nearest residence to the project site at the intersection of Remmel Road and Walden Street. Noise levels at this location were primarily the result of distant traffic along Highway 101. The noise data collected at Site LT-2 are displayed in Appendix B. A review of these data indicates that hourly equivalent noise levels typically ranged from 42 to 55 dBA L_{eq} during proposed hours of operation. The calculated day-night average noise level ranged from 53 to 54 dBA L_{dn} .

The measured noise data at sites LT-1 and LT-2 are also summarized in terms of the metrics appropriate for the Sonoma County noise performance standards and for hourly L_{eq} in Table 1. Ambient noise levels were determined for proposed operational hours based on the average of the four quietest hours (L_{eq}) during the daytime period (7:00 am to 10:00 pm) and four quietest hours during the nighttime period (10:00 pm to 2:00 am).

Site	Time Period	Average Hourly Noise Level, dBA				
		L ₀₂	L ₀₈	L ₂₅	L_{50}	\mathbf{L}_{eq}
IT 1	Daytime (7 am - 10 pm)	57	52	47	45	48
LT-1	Nighttime* (10 pm - 2 am)	54	48	43	39	45
	Daytime (7 am - 10 pm)	51	49	47	46	47
LT-2	Nighttime* (10 pm - 2 am)	48	46	43	41	42

TABLE 1Existing Noise Levels at LT-1 and LT-2

* Employees will arrive between 6:00 am and 10:00 am and restaurant hours will be 10:00 am to 2:00 am.

Short-term noise measurement ST-1 quantified ambient noise levels on the afternoon of March 12, 2020 in the vicinity of residences located nearest to the proposed restaurant. Noise sources documents at this location included distant Highway 101 traffic (48 to 50 dBA), barking dogs (53 dBA) and a local auto passing through the intersection (60 dBA). Average equivalent noise levels ranged from 49 to 51 dBA Leq.

Regulatory Criteria

Goals, objectives, and policies designed to protect noise-sensitive uses from exposure to excessive noise are set forth in the Noise Element of the Sonoma County General Plan 2020. The primary goal of the Noise Element is to, "Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise."

Objectives and policies of the Noise Element that are applicable in the assessment of the proposed project are as follows:

Objective NE-1.3: Protect the present noise environment and prevent intrusion of new noise sources which would substantially alter the noise environment.

Objective NE-1.4: Mitigate noise from recreational and visitor serving uses.

- **Policy NE-1c:** Control non-transportation related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 (Table 2 of this report) of the recommended revised policies as measured at the exterior property line of any adjacent noise sensitive land use. Limit exceptions to the following:
 - (1) If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of 5 dBA above the standard, provided that no measurable increase (i.e. +/-1.5 dBA) shall be allowed.
 - (2) Reduce the applicable standards in Table NE-2 by 5 dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and dog barking at kennels.
 - (3) Reduce the applicable standards in Table NE-2 by 5 decibels if the proposed use exceeds the ambient level by 10 or more decibels.
 - (4) For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by 5 dB. These events shall be subject to a noise management plan including provisions for maximum noise level limits, noise monitoring, complaint response and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.
 - (5) Noise levels may be measured at the location of the outdoor activity area of the noise sensitive land use, instead of at the exterior property line of the adjacent noise sensitive use where:
 - (a) The property on which the noise sensitive use is located has already been substantially developed pursuant to its existing zoning, and
 - (b) There is available open land on these noise sensitive lands for noise attenuation. This exception may not be used for vacant properties, which are zoned to allow noise sensitive uses.

This exception may not be used on vacant properties which are zoned to allow noise sensitive uses.

#

TABLE 2Maximum Allowable Exterior Noise Exposures for Non-TransportationNoise Sources (Table NE-2)

Hourly Noise Metric ¹ , dBA	Daytime 7 am to 10 pm	Nighttime 10 pm to 7 am		
L ₅₀ (30 minutes in any hour)	50	45		
L ₂₅ (15 minutes in any hour)	55	50		
L_{08} (5 minutes in any hour)	60	55		
L ₀₂ (1 minute in any hour)	65	60		
¹ The sound level exceeded $n\%$ of the time in any hour. For example, the L_{50} is the value exceeded 50% of the time or 30 minutes in				

any hour; this is the median noise level. The L_{02} is the sound level exceeded 1 minute in any hour.

Noise Impact Analysis

Noise levels generated by the proposed project were assessed against the noise level limits presented in Table NE-2 of the County's Noise Element. The primary noise producing activities associated with the project are vehicle traffic, driveway and parking lot activities, truck deliveries, private bookings, and mechanical equipment. Each of these noise producing activities are described and evaluated below:

Vehicle Traffic - Additional Vehicle Trips on Roadway Network

The Memorandum of Assumptions for the Traffic Impact Study² (MOA) was reviewed to evaluate the potential noise increase associated with project-generated traffic along Highway 128. The project is expected to generate 343 daily trips on worst-case days where the maximum occupancy is met, and a total of 499 daily trips are expected when combined with the daily trips generated by the existing land use. The addition of project trips to the average daily traffic along Highway 128 (3,400 ADT³) would increase existing traffic noise levels at noise-sensitive receptors along the roadway by less than 1 dBA L_{dn} (0.4 dBA L_{dn}). Day-to-day traffic noise increases expected as a result of the proposed project would be less when the typical number of guests visiting the restaurant would be fewer than 200 guests. Worst-case project-generated traffic would not cause a significant permanent traffic noise increase as traffic noise levels at noise sensitive receptors would not increase by 3 dBA L_{dn} or greater. The minor increase in daily average noise levels would not be measurable or perceptible.

Vehicle Traffic – Driveway and Parking Lot Activities

The project driveway runs along the northwest boundary of the project site. The center of the driveway is approximately 95 feet from the nearest Highway 128 residential receptor (R1 - APN 140-110-001). The center of the driveway is a minimum distance of 155 feet from Remmel Road receptors (R2 - APN 140-100-031) and shielded by an existing 7-foot masonry block noise barrier, which provides at least 5 dBA of noise attenuation. The nearest parking is located approximately 140 feet from R2 and approximately 190 feet from R1. The acoustic center of the parking lot is

 $^{^2}$ W-Trans, Memorandum of Assumptions for the Traffic Impact Study for the Cyrus Restaurant Project, May 8, 2020.

³ Caltrans 2017 Traffic Volumes: Route 118-133. Accessed April 10, 2010 via <u>https://dot.ca.gov/programs/traffic-operations/census/traffic-volumes/2017/route-118-133</u>

200 feet from the nearest receptors along Remmel Road and approximately 330 feet from the nearest receptors along Highway 128.

Driveway traffic noise levels would be greatest during the hours of the day immediately before and after a private booking at the maximum occupancy level (200 guests) as these hours would represent the time of the day when the highest number of trips would be expected per hour. A review of the MOA indicates that the project would generate 43 trips during the PM peak hour. The noise analysis conservatively assumes that the 200-guest private booking would produce a total of 160 trips along the driveway and up to 80 trips would occur during the hours immediately before and after the booking.

The most restrictive noise level threshold applicable to driveway noise due to private bookings at the restaurant's maximum capacity (200 guests) that would end after 10:00 pm is 50 dBA L₂₅. The L₂₅ represents the noise level exceeded 25% of the time during the measurement period (or 15 minutes per hour).

Vehicle circulation, engine starts, and door slams typically produce noise levels that range from 50 dBA to 60 dBA L_{max} at 50 feet. Passenger vehicle noise levels are calculated to exceed 50 dBA when the vehicle is passing within 160 feet of a specific receptor position. The total distance of travel along of the driveway where noise levels would exceed 50 dBA would be 280 feet during approach and departure from R1. Assuming a passby speed of 20 mph (29.3 feet per second), the total time where noise levels from 80 vehicle trips would exceed 50 dBA would be less than 13 minutes per hour. Therefore, driveway noise levels at the worst-case receptor would not exceed 50 dBA L₂₅.

The L₀₈ noise level due to vehicle trips for a private booking at the maximum occupancy (200 guests) was similarly evaluated. The L₀₈ represents the noise level exceeded 8% of the time during the measurement period (or about 5 minutes per hour). Passenger vehicle noise levels are calculated to exceed 55 dBA when the vehicle is passing within 90 feet of a specific receptor position. Assuming a passby speed of 20 mph, the total duration of time where noise levels would exceed 55 dBA would be approximately 4 minutes per hour. Therefore, driveway noise levels at the worst-case receptor would not exceed 55 dBA L₀₈.

Vehicles would not pass within 50 feet of receptors, so driveway noise levels would not exceed the 60 dBA L₀₂ nighttime noise level limit at any time.

The cumulative duration of noise from intermittent parking lot sounds would be more than 15 minutes, but less than 30 minutes in any hour considering the number of parking spaces provided by the project. Therefore, the L₂₅ would be the applicable regulatory threshold used in the analysis of parking lot activities. Regular noises occurring within the parking lot during a private booking at the maximum capacity (200 guests) are calculated to generate L₂₅ noise levels ranging from 33 to 44 dBA at the property line of the nearest receptors assuming attenuation with distance from the noise source and the acoustical shielding provided by the already existing noise barrier. Parking lot activity noise levels would be at least 3 to 4 dBA below ambient daytime L₂₅ noise levels and at least 11 to 12 dBA below the daytime noise level threshold of 55 dBA L₂₅. At night, parking lot activity noise levels would exceed ambient noise levels by up to 1 dBA, but would be 6 to 7 dBA below the nighttime noise level threshold of 50 dBA L₂₅. Table 3 summarizes the assessment of parking lot noise levels.

	L ₂₅ (Noise Level Exceeded 15 Minutes per Hour)			
	Daytime		Nighttime	
Receptor	R1	R2	R1	R2
Unadjusted Table NE-2 Limit	55	55	50	50
Ambient Noise Levels	47	47	43	43
Parking Lot Noise Level	34-44	33-43	34-44	33-43
Operations Exceed Ambient by 10 dBA?	No	No	No	No
NE-2 Adjustment	0	0	0	0
Adjusted Table NE-2 Limit	55	55	50	50
Operations Exceed NE-2?	No	No	No	No

TABLE 3Parking Lot L25 Noise Levels

Driveway and parking lot activities resulting from typical operations and private bookings would not generate noise levels exceeding the applicable Table NE-2 noise level thresholds.

Truck Deliveries

Up to 10 delivery trucks per day would access the project site between 8:00 am and noon to deliver goods to the back of house portion of the building. Turn around areas on site are limited; therefore, medium-duty trucks, such as box trucks or delivery vans are anticipated. Noise levels generated by truck traffic are dependent on the size and speed of trucks, with typical noise levels generated by medium-duty trucks ranging from 65 to 70 dBA at 50 feet.

The most restrictive noise level threshold applicable to infrequent noises due to truck deliveries during the daytime is 65 dBA L₀₂. The L₀₂ represents the noise level exceeded 2% of the time during the measurement period (roughly one minute per hour). Truck noise levels are calculated to exceed 65 dBA when the truck is located within 90 feet of a specific receptor position. The total distance of travel along the driveway where noise levels would exceed 65 dBA would be 180 feet during approach and departure from R1. Assuming a passby speed of 20 mph, the total duration where noise levels would exceed 65 dBA would be less than 7 seconds for each truck passby.

Trucks would not pass within 90 feet of R2, and delivery noise would be shielded by the existing noise barrier located along the southwest site boundary. Once the trucks are parked, hand carts would be used to offload goods and transport the items indoors. Minimal noise would result from the offloading of goods.

Therefore, during the worst-hour, the cumulative amount of time that noise levels would exceed 65 dBA would be approximately 21 seconds if a maximum of three truck deliveries would during any hour. Since the L_{02} noise level is the noise level exceeded during 2% of the hour, and noise from these bookings would be limited to less than one minute per hour or less, these sounds would not be regulated by Table NE-2.

Private Bookings

Private bookings would occur between the hours of 8:00 am and 11:30 pm. These functions will primarily occur within the building, with no outside dining tables. The outside portion of any private function will not include any substantial amplified or non-amplified music and will end, or move indoors, by 9:30 pm. Any music played in the background during these functions would be played at low levels so as to not interfere with the conversations of guests.

This is not a winery. It is the Applicant's position that winery "special event" noise standards do not apply. However, without waiving this argument, and for convenience, this report will discuss noise levels for winery events as a way of explaining that the restaurant's noise levels will not exceed noise standards, even for private bookings at their maximum capacity in the case in which each guest is outside at the same time. Table 4 lists typical noise levels generated by small to moderate sized events at a distance of 50 feet from the source. It should be noted that the restaurant will only host private bookings where noise sources would be best represented by "raised conversation" or "background music". This means that any music played in the background would be played at low levels so as to not interfere with the conversations of guests. The cumulative duration of noise from these fairly continuous sounds attributable to private bookings could be more than 30 minutes in any hour. Therefore, the L₅₀ would be the applicable regulatory threshold, and the maximum source noise level would be 64 dBA L₅₀ at a distance of 50 feet.

TABLE 4	Typical Noise Source Levels for Private Bookings at Maximum Guest	
Occupancy (200 guests) (A-Weighted L ₅₀ Levels)		

Event or Activity	Typical Noise Level at 50 feet
Non-amplified Music	67 dBA
Films – Voices/Music	64 dBA
Raised Conversation	64 dBA
Background Music	57 dBA

The acoustic center of the noise produced by private bookings at their maximum occupancy level would be approximately 550 feet from the property line of R1, and 270 feet from the property line of R2. Private bookings could be expected to generate noise levels up to 64 dBA L₅₀ at a distance of 50 feet from the noise source assuming free-field conditions. Approximately 21 dBA of attenuation would be expected at the property line of R1 due to distance alone. Approximately 15 dBA of attenuation would be expected due to the distance between the source of the noise and the property line of R2, and an additional 10 dBA of attenuation would be provided by the restaurant building and existing noise barrier along the southwest boundary of the site. The predicted noise level would be 43 dBA L₅₀ at the property line of R1 and 39 dBA L₅₀ at the property line of R2. The predicted noise levels at R1 and R2 would not exceed the daytime noise level threshold or ambient conditions. Outside functions will end or move indoors by 9:30 pm; therefore, the nighttime noise standards would not apply. Table 5 summarizes the assessment of private booking noise at the maximum allowed occupancy, and at the worst-case receptors in the project vicinity.

	L ₅₀ (Noise Level Exceeded 30 Minutes in any Hour) Daytime	
	R1	R2
Receptor	550 feet	270 feet
Unadjusted Table NE-2 Limit	50	50
Ambient Noise Levels	45	46
Noise Level	43	39
Operations Exceed Ambient by 10 dBA?	No	No
NE-2 Adjustment	-5 (speech)	-5 (speech)
Adjusted Table NE-2 Limit	45	45
Operations Exceed NE-2?	No	No

 TABLE 5
 Private Booking (at Maximum Occupancy) L₅₀ Noise Levels

*The adjusted noise threshold assumes that the sound source would consist primarily of speech.

Mechanical Equipment

Details pertaining to the number, type, size, and specific locations of equipment were not available at the time of this study. Preliminary mechanical equipment needs assume a total of seven exhaust fans and two condensing units. Four of the exhaust fans are being considered on the roof above the back of house building. Three exhaust fans and two condensing units are also being considered along the south façade of the restaurant building. According to preliminary manufacturer's noise data, the exhaust fans would produce noise levels ranging from 61 to 71 dBA at 5 feet, and the condensing units would produce noise levels of 65 dBA at 3 feet.

The nearest Remmel Road residence (R2) would have direct line-of-sight to the four roof-top exhaust fans, but would be fully shielded from the three exhaust fans and two condensing units located along the south façade of the restaurant building by the building itself and existing property line noise barrier. The noise levels from the shielded equipment would not measurably contribute to the noise levels produced by the roof-top exhaust fans at R2. The property line of R2 would be approximately 200 feet from the proposed roof-top exhaust fans. At a distance of 200 feet, the sound pressure level resulting from full-load operation of the four exhaust fans is calculated to be 43 dBA. Table 6 summarizes the assessment of mechanical equipment noise.

During final design of the mechanical systems, the noise levels from the various pieces of equipment on the rooftop should be examined to ensure noise levels would be below 45 dBA L_{50} to avoid disturbance at the adjacent residences. The following noise performance standard is recommended as a project condition of approval:

Prior to issuance of a building permit, the project applicant shall retain a qualified acoustical consultant acceptable to the County to review the final mechanical system design to determine specific noise reduction measures necessary to reduce noise to comply with the County's Table NE-2 noise level requirements. If necessary, noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels and installation of noise barriers, such as enclosures or parapet walls, to block the line-of-sight between the noise source and the nearest receptors. Other alternate measures may include

relocating equipment to less noise-sensitive areas, where feasible. Mechanical equipment shall be selected and designed to reduce noise levels at the property line of the nearest residential land uses to be 45 dBA L_{50} or less.

	L ₅₀ (Noise Level Exceeded 30 Minutes in any Hour)	
	Daytime	Nighttime
	R2	R2
Receptor	200 feet	200 feet
Unadjusted Table NE-2 Limit	50	45
Ambient Noise Levels	46	41
Mechanical Equipment Noise Level	43	43
Operations Exceed Ambient by 10 dBA?	No	No
NE-2 Adjustment	0	0
Adjusted Table NE-2 Limit	50	45
Operations Exceed NE-2?	No	No

TABLE 6Mechanical Equipment L50 Noise Levels

Cumulative Noise Environment

There are no other known similar noise-generating projects or land uses in the site vicinity. Operational noise levels from other potential projects would not add to noise levels produced by operations at the project site.

CEQA Initial Study Checklist Questions

The California Environmental Quality Act (CEQA) includes qualitative guidelines for determining the significance of environmental noise impacts. The CEQA Initial Study checklist questions are addressed below:

(a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The primary noise sources associated with the project are vehicle traffic, parking and onsite vehicle circulation, truck deliveries, private bookings, and mechanical equipment. Project operations would comply with the Sonoma County noise limits. Less-than-Significant Impact.

Temporary, substantial noise increases are not expected in the project vicinity because the project does not involve any major construction involving heavy equipment and the construction duration would be less than one year. Construction would consist primarily of tenant improvements utilizing hand tools indoors between November 2020 and May 2021. Less-than-Significant Impact.

(b) Generation of excessive groundborne vibration or groundborne noise levels?

Groundborne vibration is not expected at receptors in the project vicinity because the project does not involve any major construction involving heavy equipment. Construction would consist primarily of tenant improvements utilizing hand tools indoors. No Impact. (c) For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted within two miles of a public airport or public use airport, if the project would expose people residing or working in the project area to excessive noise levels?

The project is located approximately 3.5 miles north of Healdsburg Municipal Airport and approximately 14 miles northwest of Charles M. Schulz Sonoma County Airport. The project site is located well outside of each airport's ALUC referral area and 55 dBA CNEL noise contour. Excessive aircraft-related noise would not be expected at the project site. Less-than-Significant Impact.

SUMMARY/CONCLUSIONS

Based on the above findings, noise associated with project operations is not expected to exceed Sonoma County noise standards at any residential property in the site vicinity and mitigation is not required.

Appendix A – Noise and Vibration Fundamentals

Fundamentals of Environmental Noise

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound could be caused by its *pitch* or its *loudness*. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (*frequency*) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales which are used to describe noise in a particular location. A *decibel* (*dB*) is a unit of measurement which indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table A1.

There are several methods of characterizing sound. The most common in California is the *A*-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table A2. Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq} . The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the *sound level meter*. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Community Noise Equivalent Level* (*CNEL*) is a measure of the cumulative noise exposure in a community, with a 5 dB penalty added to evening (7:00 pm - 10:00 pm) and a 10 dB addition to nocturnal (10:00 pm - 7:00 am) noise levels. The *Day/Night Average Sound Level* (L_{dn}) is essentially the same as CNEL, with the exception that the evening time period is dropped and all occurrences during this three-hour period are grouped into the daytime period.

Effects of Noise

Sleep and Speech Interference

The thresholds for speech interference indoors are about 45 dBA if the noise is steady and above 55 dBA if the noise is fluctuating. Outdoors the thresholds are about 15 dBA higher. Steady noises of sufficient intensity (above 35 dBA) and fluctuating noise levels above about 45 dBA have been shown to affect sleep. Interior residential standards for multi-family dwellings are set by the State of California at 45 dBA L_{dn}. Typically, the highest steady traffic noise level during the daytime is about equal to the L_{dn} and nighttime levels are 10 dBA lower. The standard is designed for sleep and speech protection and most jurisdictions apply the same criterion for all residential uses. Typical structural attenuation is 12 to 17 dBA with open windows. With closed windows in good condition, the noise attenuation factor is around 20 dBA for an older structure and 25 dBA for a newer dwelling. Sleep and speech interference is therefore possible when exterior noise levels are about 57 to 62 dBA L_{dn} with open windows and 65 to 70 dBA L_{dn} with standard construction if the windows are closed.

Annoyance

Attitude surveys are used for measuring the annoyance felt in a community for noises intruding into homes or affecting outdoor activity areas. In these surveys, it was determined that the causes for annoyance include interference with speech, radio and television, house vibrations, and interference with sleep and rest. The L_{dn} as a measure of noise has been found to provide a valid correlation of noise level and the percentage of people annoyed. People have been asked to judge the annoyance caused by aircraft noise and ground transportation noise. There continues to be disagreement about the relative annoyance of these different sources. When measuring the percentage of the population highly annoyed, the threshold for ground vehicle noise is about 50 dBA L_{dn} . At a L_{dn} of about 60 dBA, approximately 12 percent of the population is highly annoyed. When the L_{dn} increases to 70 dBA, the percentage of the population highly annoyed increases to about 25 to 30 percent of the population. There is, therefore, an increase of about 2 percent per dBA between a L_{dn} of 60 to 70 dBA. Between a L_{dn} of 70 to 80 dBA, each decibel increase, increases by about 3 percent, the percentage of the population highly annoyed. People appear to respond more adversely to aircraft noise. When the L_{dn} is 60 dBA, approximately 30 to 35 percent of the population is believed to be highly annoyed.

Term	Definition
Decibel, dB	A unit describing, the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure. The reference pressure for air is 20 micro Pascals.
Sound Pressure Level	Sound pressure is the sound force per unit area, usually expressed in micro Pascals (or 20 micro Newtons per square meter), where 1 Pascal is the pressure resulting from a force of 1 Newton exerted over an area of 1 square meter. The sound pressure level is expressed in decibels as 20 times the logarithm to the base 10 of the ratio between the pressures exerted by the sound to a reference sound pressure (e. g., 20 micro Pascals). Sound pressure level is the quantity that is directly measured by a sound level meter.
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure. Normal human hearing is between 20 Hz and 20,000 Hz. Infrasonic sound are below 20 Hz and Ultrasonic sounds are above 20,000 Hz.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise.
Equivalent Noise Level, L _{eq}	The average A-weighted noise level during the measurement period.
Lmax, Lmin	The maximum and minimum A-weighted noise level during the measurement period.
L01, L10, L50, L90	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Day/Night Noise Level, L _{dn} or DNL	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
Community Noise Equivalent Level, CNEL	The average A-weighted noise level during a 24-hour day, obtained after addition of 5 decibels in the evening from 7:00 pm to 10:00 pm and after addition of 10 decibels to sound levels measured in the night between 10:00 pm and 7:00 am.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

 TABLE A1
 Definition of Acoustical Terms Used in this Report

Source: Handbook of Acoustical Measurements and Noise Control, Harris, 1998.

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110 dBA	Rock band
Jet fly-over at 1,000 feet		
	100 dBA	
Gas lawn mower at 3 feet		
	90 dBA	
Diesel truck at 50 feet at 50 mph		Food blender at 3 feet
	80 dBA	Garbage disposal at 3 feet
Noisy urban area, daytime		
Gas lawn mower, 100 feet	70 dBA	Vacuum cleaner at 10 feet
Commercial area		Normal speech at 3 feet
Heavy traffic at 300 feet	60 dBA	
		Large business office
Quiet urban daytime	50 dBA	Dishwasher in next room
Quiet urban nighttime	40 dBA	Theater, large conference room
Quiet suburban nighttime	30 dBA	Library
Quiet rural nighttime		Bedroom at night, concert hall
	20 dBA	(background)
	10 dBA	Broadcast/recording studio
	0 dBA	

TABLE A2 Typical Noise Levels in the Environment

Source: Technical Noise Supplement (TeNS), California Department of Transportation, September 2013.

Fundamentals of Groundborne Vibration

Ground vibration consists of rapidly fluctuating motions or waves with an average motion of zero. Several different methods are typically used to quantify vibration amplitude. One method is the Peak Particle Velocity (PPV). The PPV is defined as the maximum instantaneous positive or negative peak of the vibration wave. In this report, a PPV descriptor with units of mm/sec or in/sec is used to evaluate construction generated vibration for building damage and human complaints. Table A3 displays the reactions of people and the effects on buildings that continuous vibration levels produce. The guidelines in Table A3 represent syntheses of vibration criteria for human response and potential damage to buildings resulting from construction vibration.

Construction activities can cause vibration that varies in intensity depending on several factors. The use of pile driving and vibratory compaction equipment typically generates the highest construction related groundborne vibration levels. Because of the impulsive nature of such activities, the use of the PPV descriptor has been routinely used to measure and assess groundborne vibration and almost exclusively to assess the potential of vibration to induce structural damage and the degree of annoyance for humans.

The two primary concerns with construction-induced vibration, the potential to damage a structure and the potential to interfere with the enjoyment of life, are evaluated against different vibration limits. Human perception to vibration varies with the individual and is a function of physical setting and the type of vibration. Persons exposed to elevated ambient vibration levels, such as people in an urban environment, may tolerate a higher vibration level.

Structural damage can be classified as cosmetic only, such as paint flaking or minimal extension of cracks in building surfaces; minor, including limited surface cracking; or major, that may threaten the structural integrity of the building. Safe vibration limits that can be applied to assess the potential for damaging a structure vary by researcher. The damage criteria presented in Table A3 include several categories for ancient, fragile, and historic structures, the types of structures most at risk to damage. Most buildings are included within the categories ranging from "Historic and some old buildings" to "Modern industrial/commercial buildings". Construction-induced vibration that can be detrimental to the building is very rare and has only been observed in instances where the structure is at a high state of disrepair and the construction activity occurs immediately adjacent to the structure.

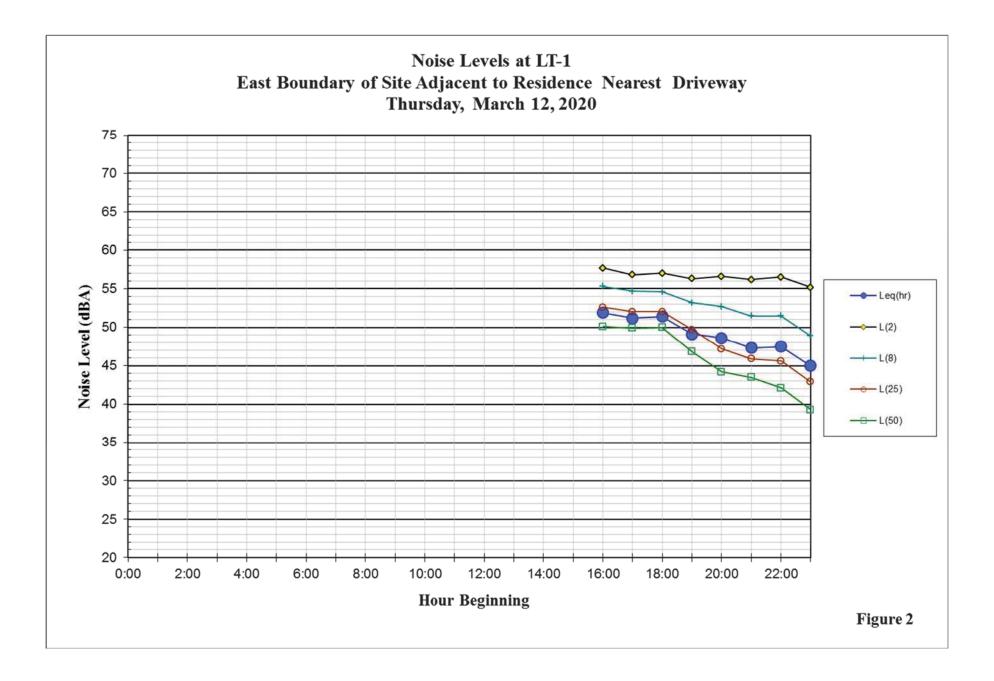
The annoyance levels shown in Table A3 should be interpreted with care since vibration may be found to be annoying at lower levels than those shown, depending on the level of activity or the sensitivity of the individual. To sensitive individuals, vibrations approaching the threshold of perception can be annoying. Low-level vibrations frequently cause irritating secondary vibration, such as a slight rattling of windows, doors, or stacked dishes. The rattling sound can give rise to exaggerated vibration complaints, even though there is very little risk of actual structural damage.

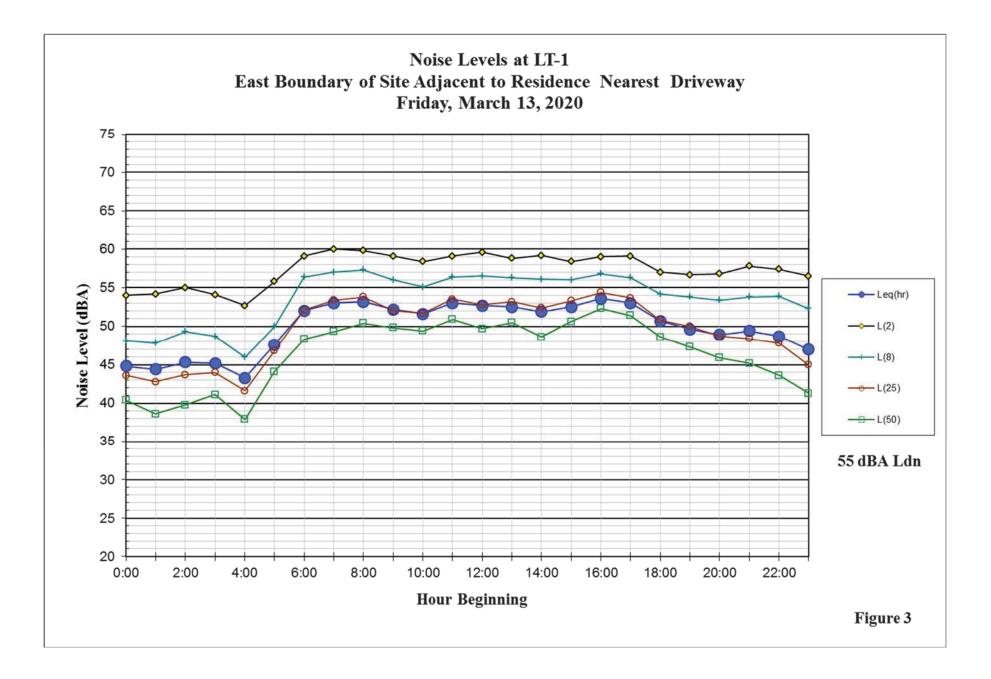
Velocity Level, PPV (in/sec)	Human Reaction	Effect on Buildings
0.01	Barely perceptible	No effect
0.04	Distinctly perceptible	Vibration unlikely to cause damage of any type to any structure
0.08	Distinctly perceptible to strongly perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
0.1	Strongly perceptible	Threshold at which there is a risk of damage to fragile buildings with no risk of damage to most buildings
0.25	Strongly perceptible to severe	Threshold at which there is a risk of damage to historic and some old buildings.
0.3	Strongly perceptible to severe	Threshold at which there is a risk of damage to older residential structures
0.5	Severe - Vibrations considered unpleasant	Threshold at which there is a risk of damage to new residential and modern commercial/industrial structures

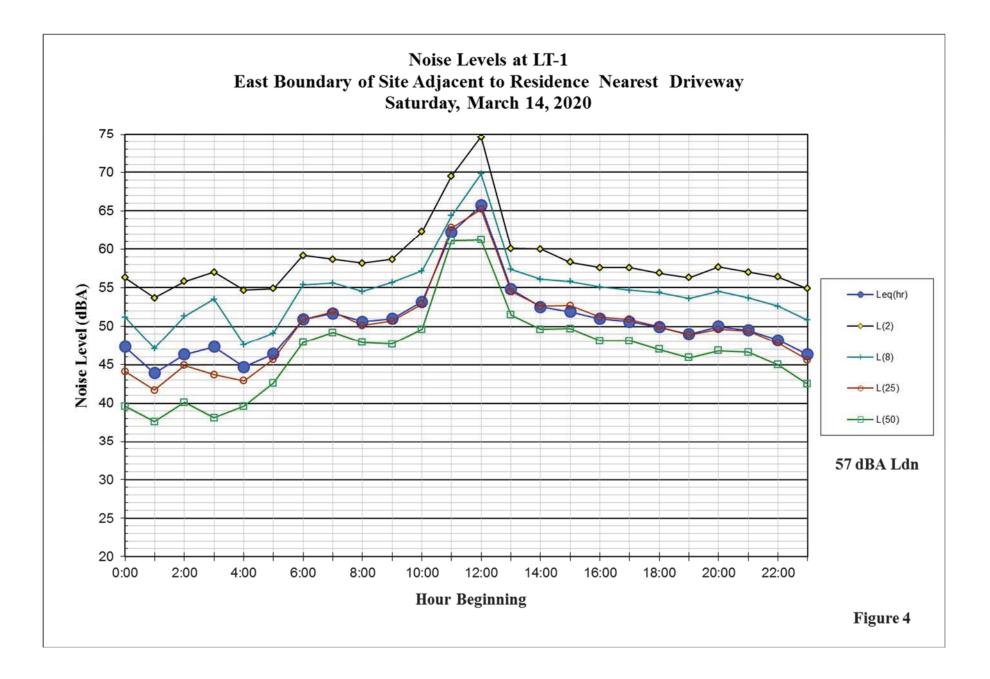
TABLE A3Reaction of People and Damage to Buildings from Continuous or Frequent
Intermittent Vibration Levels

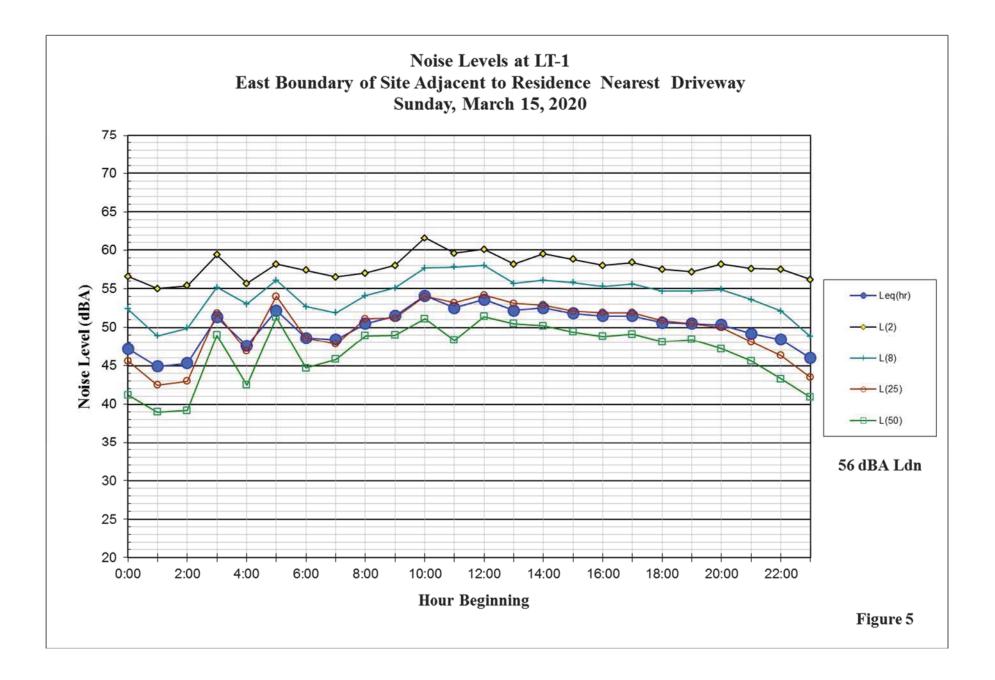
Source: Transportation and Construction Vibration Guidance Manual, California Department of Transportation, September 2013.

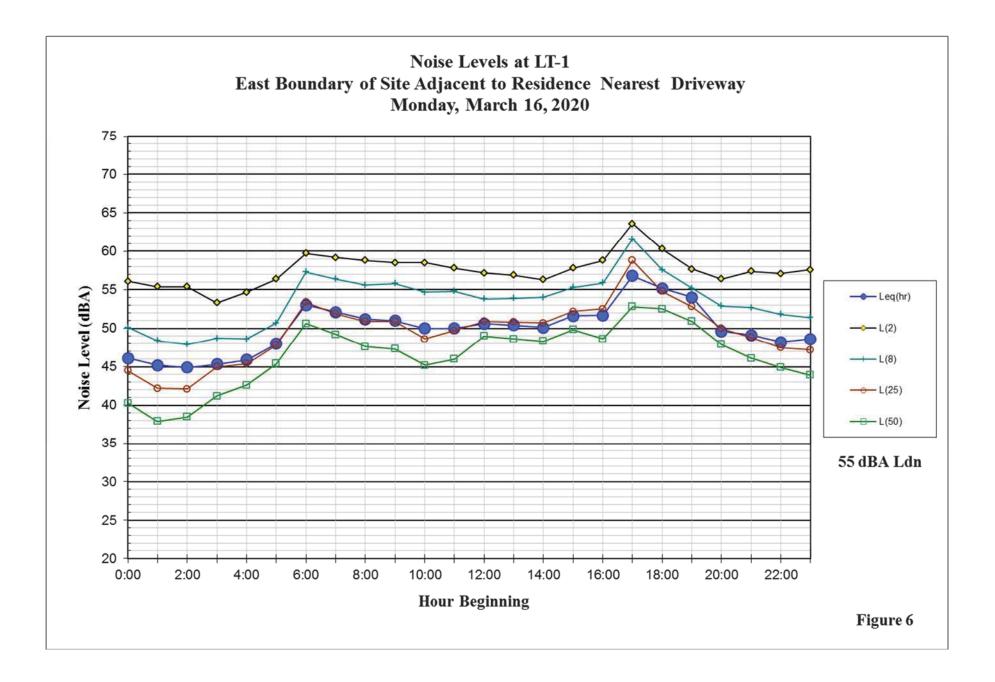
Appendix B – Long-Term Noise Data

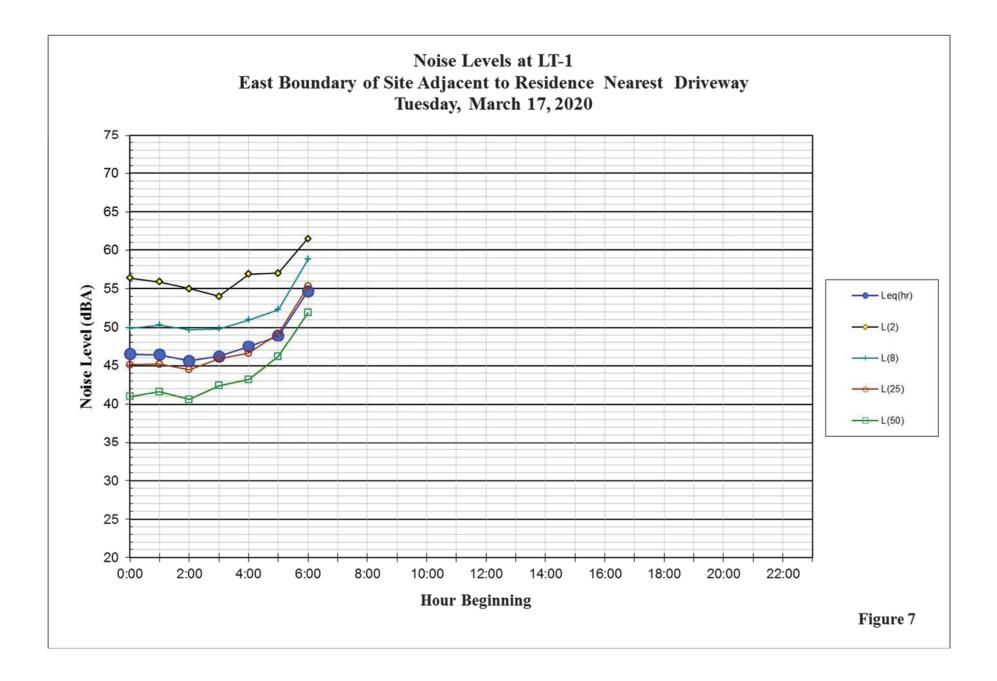


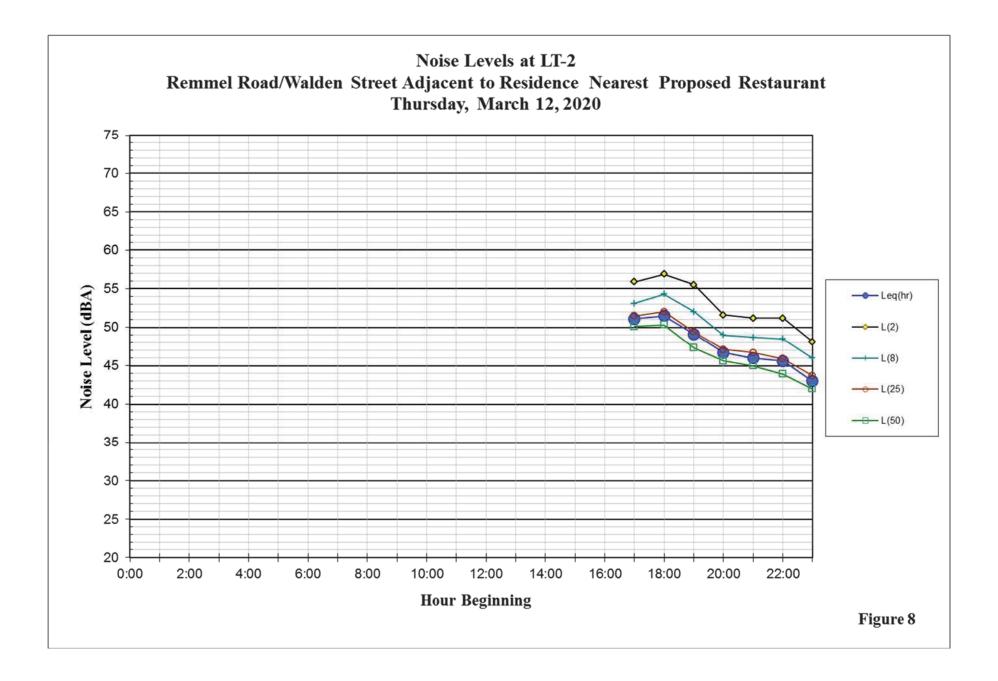


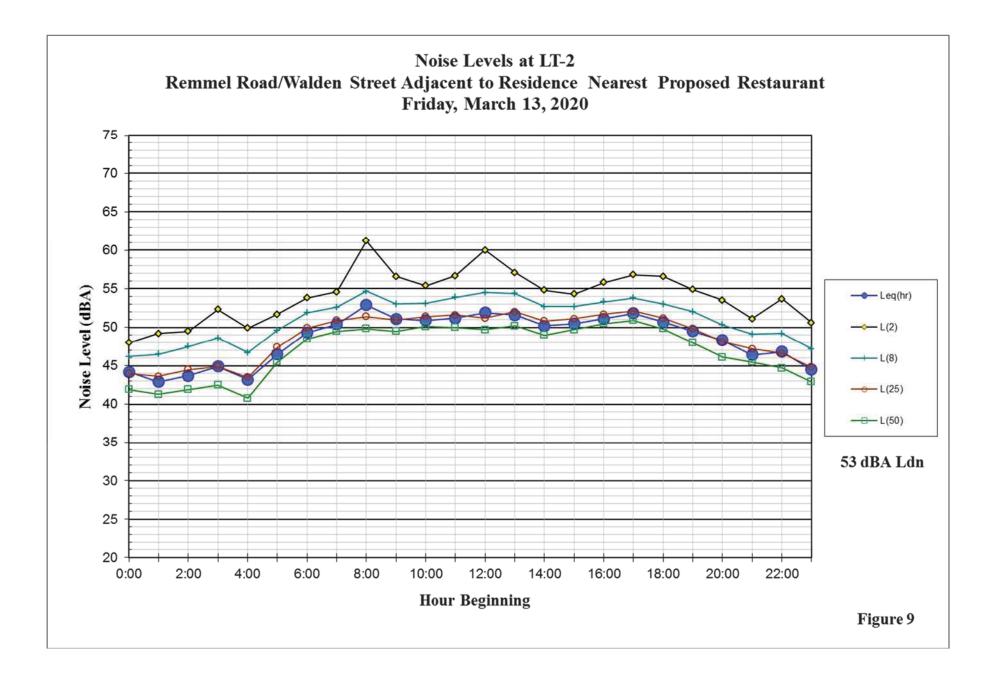


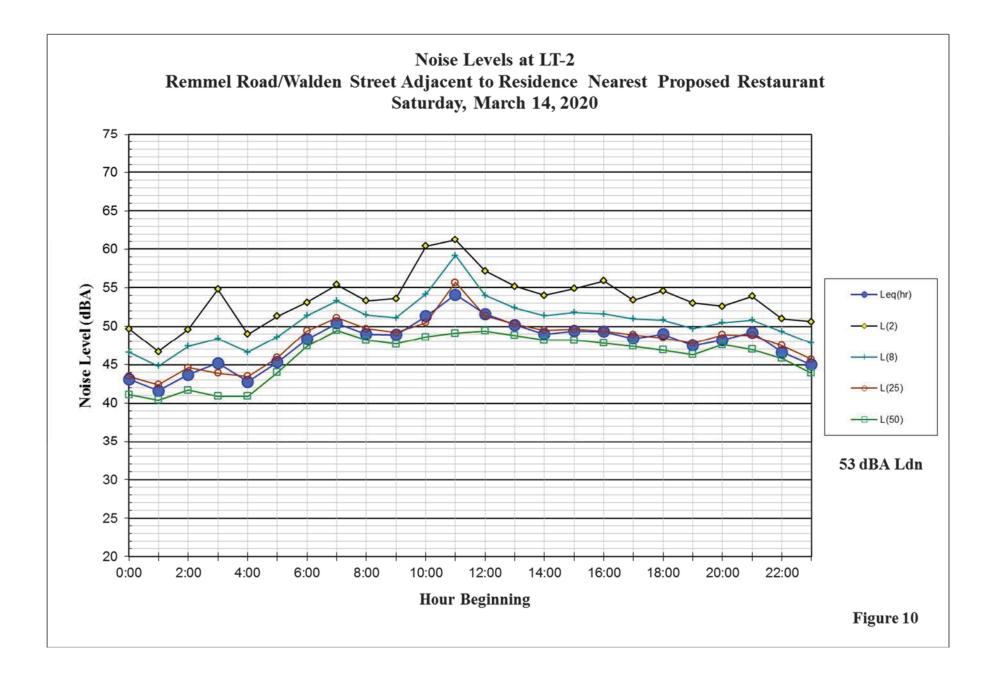


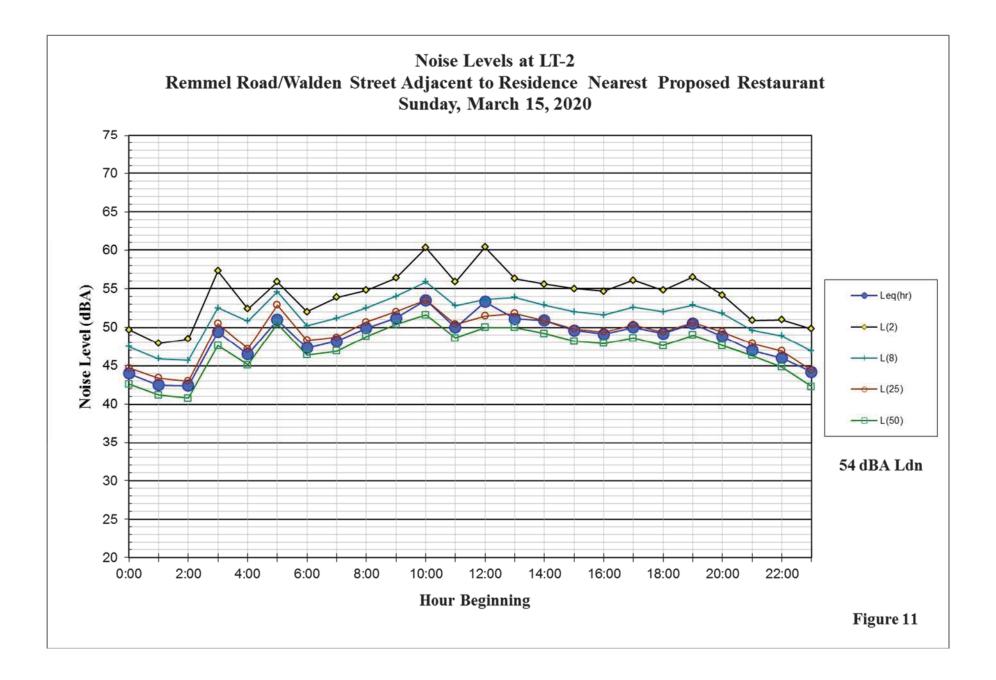


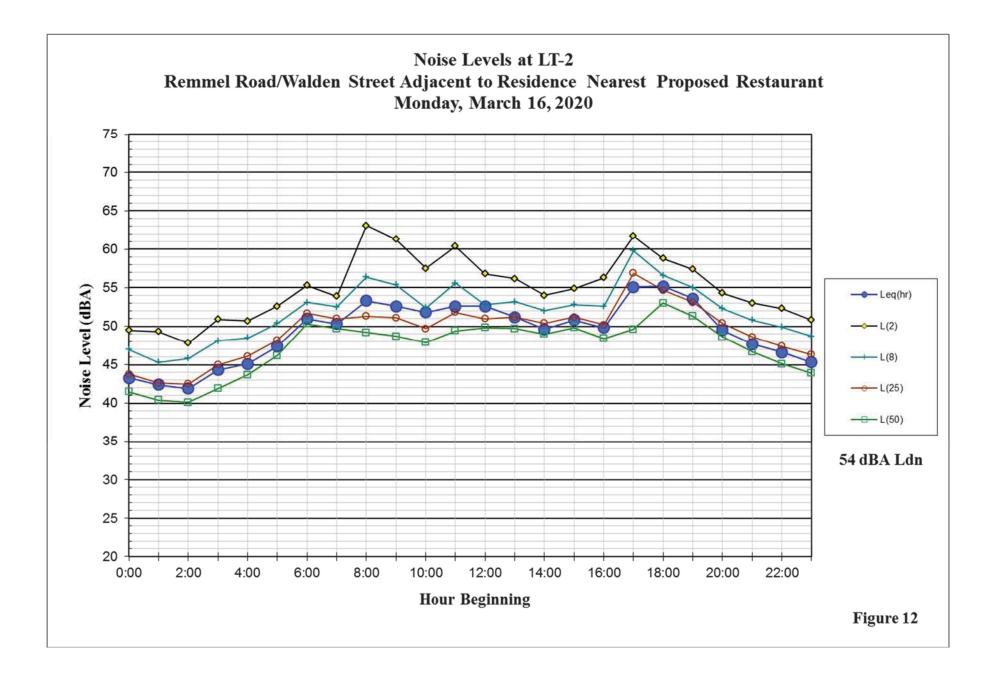


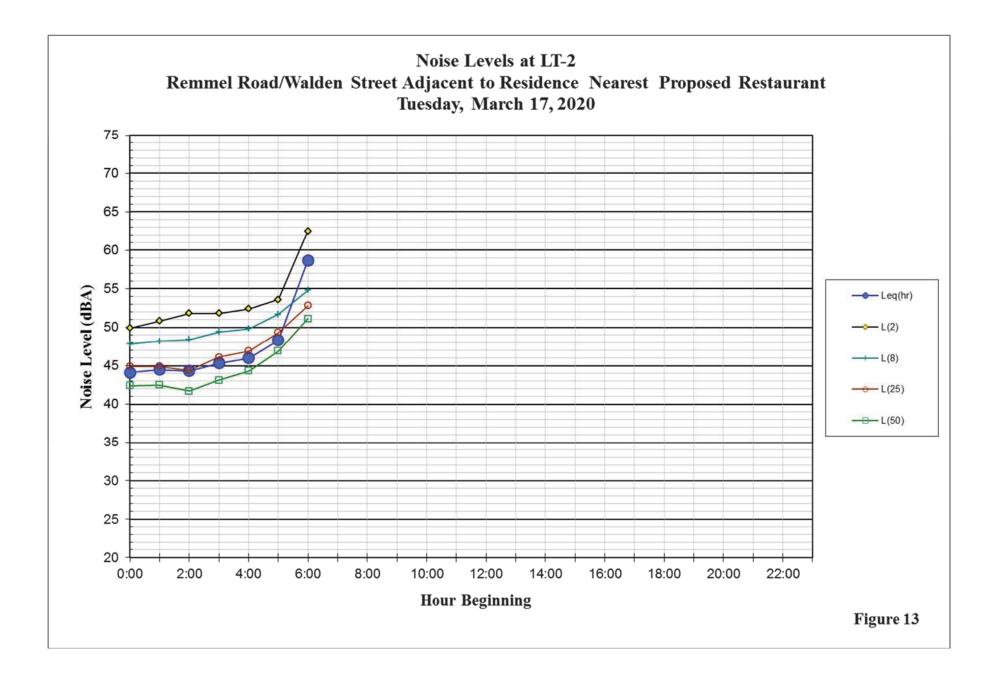












WALDEN CENTER

GEYSERVILLE, CALIFORNIA

Energy/Modeling Mechanical

Geothermal Heat Pump System for Heating and Cooling

Underfloor Distribution System

Exceeds California Energy Code by 30%

Citation for Design, AIA Redwood Empire Design Award, 2008

Excellence In Architecture Award, San Francisco Chapter AIA, 2010





SCOPE 16,000 SF SERVICES

HVAC, Plumbing, Fire Protection Geothermal Heat Pump System Underfloor Distribution System Energy Analysis **COMPLETED** 2008



Renovation and adaptive re-use of an existing concrete barn located in scenic Sonoma County to provide 16,000 square feet of office and live/ work space. The building is completely transformed by inserting a new glass building inside the heavy walls, creating interior spaces infused with light. Large cuts into the existing walls frame views to the surrounding vineyards. The building sits on a new plinth raised above the floodplain of the the Russian River with views of the outdoor gardens which extend like piers into a sea of vineyards. The mechanical system utilizes geothermal energy for space heating and cooling, as well as underfloor air distribution. Our energy analysis resulted in a building that exceeds California's 1998 energy code by 30 percent, and received a PG&E Savings by Design owner's incentive.





